



**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP**

PUBLIC MEETING AGENDA - **AMENDED**

May 20, 2026 7:00 PM

1. PLEDGE OF ALLEGIANCE

2. SPECIAL ACKNOWLEDGEMENTS

- Police Department Acknowledgements
- Motion to adopt Resolution # 2026-10 acknowledging Kevin Moore's 25 years of service as a member of the Tredyffrin Township Police Department

3. CALL TO ORDER PUBLIC HEARING FOR HR-496

Public hearing to consider and possibly adopt Ordinance HR-496 to amend the Township's Home Rule Charter

Before adjourning public hearing – Motion to adopt Ordinance HR-496 to amend the Township's Home Rule Charter

4. ADJOURN PUBLIC HEARING AND CALL TO ORDER PUBLIC MEETING

5. ANNOUNCEMENTS

- A. In observance of Memorial Day, Township offices will be closed on Monday, May 25.
- B. The PennDOT multi-way stop installation at the intersection of South Valley Road and Circular Avenue is scheduled to occur between May – July 2026. Please follow the posted 25 mph speed limit and be aware that a new stop sign will be installed along S. Valley Road requiring all motorists driving through this intersection to now stop.
- C. The Supervisors would like to acknowledge Engineering Interns Alex Gardiner and William Scheidt and Admin Intern Rob Lucarelli who have been doing their Conestoga High School Senior Internships with the Township during the month of May.

6. APPROVAL OF MINUTES

- A. Motion to approve minutes of April 20, 2026, Public Meeting

7. TOWNSHIP BUSINESS

****Motion to amend the agenda for the Board of Supervisors May 20, 2026, public meeting to add approval of the proposal from S. B. Conrad Inc. for the upgrades and reconditioning at Chase Road Park**

- A. Supervisor Liaison Reports
 - Motion to appoint Michele Burger to the Park & Recreation Board
 - Motion to reappoint Mark Dixon and Pearl Nudy to the Historical Commission
 - Motion to appoint EAC associate member Kim Tempas to be a full member to complete Suzanne Hay's term
- B. Update - PADOT Multi Way Stop Improvements at South Valley Road and Circular Avenue
- C. Motion to authorize Engineering Department staff to advertise and receive Bids for the Phase 2 Gregory Lane Stormwater Partnership Project with Jenkins Arboretum

- D. Motion to adopt Resolution #2026-11 and approve a Letter of Support for the DCED Multi-Modal Grant Application for the Valley Forge Road Pedestrian Enhancement Project
- E. Update – TASA Grant award for Valley Forge Road Pedestrian Enhancement Project
- F. Motion to approve PJ Reilly as the contractor for Emergency Culvert Repairs to Devon Park Drive (WEST) culvert along the Avonwood tributary of Trout Creek
- G. Motion to accept the Developer Agreement and the Financial Security Agreement-Letter of Credit for Devon Donuts LLC
- H. Motion to approve the Agreement between Tredyffrin Township and AFSCME District Council 13, Local 317, effective July 1, 2026 – December 31, 2029
- I. Motion to ratify purchase of AED replacements
- J. Motion to approve proposal from Franklin & Marshall College to conduct a Library Survey
- K. Motion to ratify natural gas contract
- L. Motion to authorize the bid and award the 2026 Tredyffrin Library cleaning contract to CleanNet of Philadelphia, the lowest qualified bidder
- M. Motion to award the 2026 Superpave Road Paving Project to Allen Myers LP, the lowest qualified bidder
- N. Motion to approve proposal from General Recreation for capital purchase of playground equipment at Strafford and LAD Parks
- O. Motion to approval proposal from Remington & Vernick Engineers Inc for Swedesford Road sanitary sewer project
- P. Motion to approve change order related to Woodcrest/Willis/Upper Weadley sewer line project
- Q. Motion to approve capital purchase of zero-turn mower
- R. Motion to approve engaging Remington & Vernick Engineers Inc. as the interim sanitary sewer engineering consultants
- S. Motion to approve the proposal from S. B. Conrad Inc. for the upgrades and reconditioning at Chase Road Park.

8. **NEW MATTERS**

- A. Citizens
- B. Board Members

9. **NEXT MEETING** – June 15, 2026

10. **ADJOURNMENT**



**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP
PUBLIC MEETING AGENDA
May 20, 2026 7:00 PM**

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- Motion to adopt Resolution # 2026-10 acknowledging Kevin Moore's 45 years of service as a member of the Tredyffrin Township Police Department

ENCLOSURE

3. CALL TO ORDER PUBLIC HEARING FOR HR-496

ENCLOSURE

Public hearing to consider and possibly adopt Ordinance HR-496 to amend the Township's Home Rule Charter

Before adjourning public hearing – Motion to adopt Ordinance HR-496 to amend the Township's Home Rule Charter

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9. NEXT MEETING – June 15, 2026

10. ADJOURNMENT

RESOLUTION
2026 – 10
TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF TREDYFFRIN TOWNSHIP HONORING
SERGEANT KEVIN MOORE FOR 45 YEARS OF
SERVICE**

WHEREAS, Sergeant Kevin Moore began his dedicated service to Tredyffrin Township on April 7, 1980, as a patrol officer with the Tredyffrin Township Police Department; and

WHEREAS, throughout his 45-year tenure, Kevin Moore has demonstrated exceptional dedication and professionalism, faithfully and consistently serving the residents of Tredyffrin Township with integrity, diligence and honor; and

WHEREAS, the Board of Supervisors wishes to recognize and express its sincere appreciation for the long-standing, professionalism Sgt. Kevin Moore has demonstrated and his commitment to the well-being and quality of life of the entire Tredyffrin Township community

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Tredyffrin Township does hereby honor and commend Sergeant Kevin Moore for his 45 years of outstanding service.

BE IT FURTHER RESOLVED, THAT A COPY OF THIS RESOLUTION BE PRESENTED TO Sergeant Kevin Moore as a token of our appreciation and that it be permanently recorded in the official minutes of the Township.

ADOPTED this 23rd day of February 2026.

**TREDYFFRIN TOWNSHIP
BOARD OF SUPERVISORS**

ATTEST:

David J. Miller, Chair

William Martin, Township Manager

Ordinance No. HR- 496

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE AMENDING THE HOME RULE CHARTER
FOR THE TOWNSHIP OF TREDYFFRIN.**

WHEREAS, Tredyffrin Township adopted, pursuant to public referendum in the Township of Tredyffrin on May 21, 1974, a Home Rule Charter, known as the Home Rule Charter for the Township of Tredyffrin; and

WHEREAS, Tredyffrin Township wishes to amend the Home Rule Charter for the Township of Tredyffrin.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Tredyffrin Township, Chester County, Pennsylvania, that the Home Rule Charter for the Township of Tredyffrin shall be amended as follows:

SECTION 1. Article I, Name and Powers, §102, General powers, shall be amended to read as follows:

The Township shall have and may exercise any powers and perform any functions not denied by the Constitution of the Commonwealth of Pennsylvania, the General Assembly of the Commonwealth of Pennsylvania or this Charter.

SECTION 2. Article I, Name and Powers, §105, Powers vested in the Board of Supervisors, shall be amended to read as follows:

All powers of the Township, now in existence or conferred on the Township by the Constitution of the Commonwealth of Pennsylvania or the laws of the Commonwealth of Pennsylvania, shall be exclusively vested in and exercised by the Board of Supervisors, except as otherwise provided for in this Charter.

SECTION 3. Article II, Township Board of Supervisors, §202, Term of office, shall be amended to read as follows:

Supervisors shall serve four-year terms beginning on the first Monday of January following the year in which they are elected. If the first Monday is a legal holiday, said terms shall begin the first day following which is not a legal holiday.

SECTION 4. Article II, Township Board of Supervisors, §203, Qualifications, shall be amended to read as follows:

A Supervisor shall be a citizen of the United States, a resident of the Township (and in the case of a District Supervisor, a resident of the District that person represents), a qualified

elector of the Township at the time of the person's nomination and not otherwise disqualified from office by the terms of this Charter or by the laws of the Commonwealth of Pennsylvania.

SECTION 5. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph B, shall be amended to read as follows:

- B. The office of a Supervisor shall be forfeited if the person is declared by any court of the Commonwealth of Pennsylvania to lack any qualifications for the office as prescribed by law or is convicted of any crime classified as a misdemeanor of the second degree or higher under the laws of the Commonwealth of Pennsylvania or is convicted of any comparable crime under the laws of any state, federal district, or territory or of the United States.

SECTION 6. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph C(1), shall be amended to read as follows:

- C. Whenever a vacancy exists in the office of Supervisor, the vacancy shall be filled under the following procedures:
 - (1) At the next election, primary, municipal or general, which takes place 60 days or more after such vacancy occurs, a special election to fill the vacancy for the balance of the unexpired term will be held. The special election shall be conducted in accordance with the election laws of the Commonwealth of Pennsylvania. The person elected to fill the vacancy shall assume the office on the day following certification of the election results.

SECTION 7. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph C(3), shall be amended to read as follows:

- (3) If the Board shall fail to fill a vacancy within 60 days after the vacancy occurs, the Court of Common Pleas of Chester County, upon petition of any individual Supervisor or upon petition of 10 or more registered voters of the Township, shall make the interim appointment to fill the vacancy until a duly elected successor is sworn into office.

SECTION 8. Article II, Township Board of Supervisors, §207, Establishment of districts, Subparagraph A, shall be amended to read as follows:

- A. Within the year following the year in which the decennial United States Census reports are officially certified, the Board shall reapportion the Districts in accordance with this Charter. If in any such reapportionment an existing Supervisor is removed from their District, said Supervisor shall continue to represent said District until the end of their term.

SECTION 9. Article II, Township Board of Supervisors, §208, Compensation of Supervisors, Subparagraph A, shall be amended to read as follows:

- A. Supervisors shall receive compensation at the rate of \$3,000 per annum for the performance of their duties. The Board may, by ordinance, change the compensation for Supervisors, provided that such change of compensation shall not take effect until the expiration of the term of office of all incumbent Supervisors at the time the change is enacted.

SECTION 10. Article II, Township Board of Supervisors, §209, Board organization, shall be amended to read as follows:

- A. The Board of Supervisors shall organize on the first Monday of January of each year by electing one of their members as Chair and one of their members as Vice Chair, who shall hold such office at the pleasure of the Board. If the first Monday is a legal holiday, the organization meeting shall be held the first day following which is not a legal holiday.
- B. The Chair or, in the Chair's absence, the Vice Chair, shall preside at Board meetings, shall serve as the Township's representative at ceremonial occasions and shall carry out such duties as prescribed elsewhere in this Charter or in the Administrative Code or other ordinance.

SECTION 11. Article II, Township Board of Supervisors, §210, Board meetings and procedures, Subparagraphs B and C, shall be amended to read as follows:

- B. Special meetings may be held on the call of the Chair, or of a majority of Supervisors, by providing notice to each Supervisor at least twenty-four hours in advance of such special meeting, which meeting notice shall be prominently posted at the Township office, and as otherwise approved by the Board; however, in the case of an emergency which makes it necessary to convene a meeting with less than twenty-four hours' advance notice, this requirement may be waived.
- C. The Board may take no official action except at an open public meeting in the presence of a quorum, consisting of a majority of all the members of the Board. A quorum of the Board may be established either by the in-person presence of Board members at a public meeting, or by in-person presence and by means of electronic telecommunication by Board members provided that any such Board member may hear and be heard by the public at such meeting. All discussions relating to official actions shall be in open public meetings except as provided by §708 of the Pennsylvania Sunshine Act, 65 Pa.C.S. §708, as the same may be amended from time to time.

SECTION 12. Article II, Township Board of Supervisors, §210, Board meetings and procedures, shall be amended to add new Subparagraph D, which shall read as follows:

- D. Official actions by the Board shall be taken only by ordinance, resolution or motion. Voting as to ordinances and resolutions shall be by roll call vote of the Board. All other votes may be by motion of the Board with each Board member's vote duly recorded in the public meeting minutes. A majority vote of all the members of the Board shall be required to adopt an ordinance. Resolutions or motions shall be adopted by a majority vote of all the members of the Board present, except as otherwise provided herein.

SECTION 13. Article II, Township Board of Supervisors, §210, Board meetings and procedures, shall be amended to renumber Subparagraph D as Subparagraph E.

SECTION 14. Article II, Township Board of Supervisors, §211, Records and reports, Subparagraph A, shall be amended to read as follows:

- A. The Board shall provide in the Administrative Code for the protection and preservation of its minutes and other records of its proceedings. Records shall be kept at the Township office and shall be open for public inspection throughout normal working hours. It is the intent of this Charter that no citizen of the Township shall be denied reasonable access to public records of the Township. Copies of the minutes of the meetings of the Board shall be available to the public.

SECTION 15. Article II, Township Board of Supervisors, §211, Records and reports, Subparagraph C, shall be amended to read as follows:

- C. The Board shall cause to be prepared for each regular meeting an agenda of matters to be considered by the Board at such meeting, including pertinent background information, which agenda, along with a copy of financial and other activity reports, shall be distributed to the public at the start of the meeting. The agenda shall be available at least twenty-four hours prior to the start of the meeting.

SECTION 16. Article II, Township Board of Supervisors, §212, Legislative duties and responsibilities, shall be amended to read as follows:

§212. Legislative duties and responsibilities.

It shall be the duty and responsibility of the Board to:

- A. Establish policy for the guidance of the executive, administrative and advisory functions of the Township government.
- B. Adopt, and amend as necessary, an Administrative Code defining the organization and assignment of duties and responsibilities of Township officers and employees.

- C. Adopt ordinances and resolutions not inconsistent with or restrained by the Constitution and laws of the Commonwealth of Pennsylvania or by this Charter and prescribe fines and penalties consistent with general law for the violation of Township ordinances.
- D. Initiate, by motion, resolution, or ordinance by the Board as a body or through committees of the Board and/or Township citizens, inquiries and investigations in aid of its legislative functions.

SECTION 17. Article III, Elected Auditor, §§302, 303, 304, 305 and 306 shall be deleted in their entireties.

SECTION 18. Article III, Elected Auditor, shall be amended to be titled "Audit."

SECTION 19. Article III, Audit, §301, Elected Auditor, shall be amended to be titled "Annual Independent Audit," and shall read as follows:

The Board shall provide for an independent annual audit of Township receipts, expenditures, accounts and reports by a Pennsylvania certified public accountant or a certified public accounting firm, experienced in municipal finance and having no personal interest, direct or indirect, in the fiscal affairs of the Township or any of its elected or appointed officials. The Board may provide for more frequent audits at its discretion.

SECTION 20. Article IV, Elected Tax Collector, shall be deleted in its entirety.

SECTION 21. Articles V through XI shall be renumbered as Articles IV through X, respectively.

SECTION 22. Article IV, Township Manager, shall be amended to read as follows:

§401. Appointment and compensation.

The Board by a majority vote of its membership shall appoint a Township Manager (hereinafter referred to also as "Manager") for an indefinite term to serve at its pleasure and shall fix the Manager's compensation.

§402. Qualifications.

The Manager shall be selected on a basis of their administrative training, professional qualifications and experience, and the Manager shall not otherwise be gainfully employed except as permitted by the Administrative Code.

§403. Executive powers and duties.

The Manager shall be the chief executive officer of the Township and shall be responsible to the Board for executing all policies established by the Board and for the proper administration of all affairs of the Township placed in the Manager's charge. The Manager shall have the following powers and duties:

- A. With the approval of the Board, to appoint, suspend and remove department heads, except the Superintendent of Police.
- B. To be responsible for the performance of all duties required of the office of the Township Secretary by general law or this Charter directly or through such employees as may be set forth in the Administrative Code.

§404. Removal from office.

The Board may remove the Manager at any time in accordance with the following procedures:

- A. The Board shall adopt by affirmative vote of a majority of all its members a preliminary resolution for the Manager's removal and may suspend the Manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the Manager.
- B. Within five days after a copy of the resolution is delivered to the Manager, the Manager may file with the Board a written request for a statement of the reasons for their proposed removal and a public hearing with or without legal counsel. This hearing shall be held at a Board meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Board a written reply not later than five days before the hearing.
- C. The Board may adopt a final resolution of removal, which may have been made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if the Manager has not requested a public hearing, or at any time after the public hearing if the Manager has requested one.
- D. A preliminary resolution to remove the Manager may be adopted only at a public meeting of the Board.

§405. Acting Manager.

The Manager shall designate in writing, subject to approval of the Board, an employee of the Township to exercise the powers and duties of the Manager during the Manager's absence or disability. During such absence or disability, the Board may revoke such designation at any time and appoint another employee of the Township to serve until the Manager shall return or the Manager's disability shall cease. In the event of a vacancy, the Board shall appoint an employee of the Township to serve as Acting Manager until the vacancy is filled.

§406. Reports.

The Manager shall at all times keep the Board fully advised as to the financial condition and administrative activities of the Township, shall provide to the Board at its regular monthly meetings, and at such other times as the Board may direct, periodic reports thereon and shall prepare and submit to the Board and make available to the public an annual report concerning the finances and administrative activities of the Township.

SECTION 23. Article V, Ordinances, §501, Actions requiring Ordinances, shall be amended to read as follows:

In addition to any other power or duty required by law or by this Charter to be exercised by ordinance, the following powers and duties of the Board shall be exercised by ordinance:

SECTION 24. Article V, Ordinances, §501, Actions requiring Ordinances, shall be amended to delete Subparagraphs F and G in their entirety, and to renumber Subparagraphs H and I as Subparagraphs F and G, respectively.

SECTION 25. Article V, Ordinances, §501, Actions requiring Ordinances, Subparagraph G, shall be amended to read as follows:

- G. Establish, alter or amend any zoning ordinance, subdivision and land development ordinance, land use or building regulation.

SECTION 26. Article V, Ordinances, §503, Procedure for enactment, Subparagraph B, shall be amended to read as follows:

- B. If approved initially by the Board, the Manager shall cause a concise summary of the proposed ordinance to be advertised at least once in one newspaper of general circulation, unless otherwise required by law, in the Township appearing at least seven days before the meeting in which the ordinance will receive further action by the Board. The summary shall contain sufficient information to identify the geographical area and/or nature of the ordinance as it would affect any residents or property owners in the Township and shall specify the date on which the Board proposes to act on the ordinance.

SECTION 27. Article V, Ordinances, §503, Procedure for enactment, Subparagraph C, shall be amended to read as follows:

- C. Provided that the preceding procedures have been followed and any persons interested have had an opportunity to be heard or to present their views in writing, the Board may adopt the proposed ordinance at the advertised meeting or it may postpone action until a later meeting, the date of which shall be stated at the advertised meeting. The Board may amend a proposed ordinance before final adoption, but if an amendment makes any substantive change from the ordinance

originally advertised, no final action may be taken until the amended ordinance has again been advertised in accordance with §503.B.

SECTION 28. Article V, Ordinances, §503, Procedure for enactment, Subparagraph D, shall be deleted in its entirety.

SECTION 29. Article V, Ordinances, §503, Procedure for enactment, Subparagraph E, shall be amended to be renumbered as Subparagraph D, and shall read as follows:

D. Every ordinance adopted by the Board shall become effective immediately after the date of adoption, or at any later date specified therein.

SECTION 30. Article V, Ordinances, §504, Emergency Ordinances, shall be deleted in its entirety.

SECTION 31. Article V, Ordinances, §505, Standard codes of technical regulations, shall be amended to be renumbered as §504, and shall read as follows:

The Board may adopt any standard code of technical regulations by adopting an ordinance incorporating said standard code by reference. The details of such standard codes need not be advertised, but copies of such codes shall be available at the office of the Township for public inspection. Adoption of standard codes shall be in accordance with the procedures set forth in §503.

SECTION 32. Article V, Ordinances, §506, Recording, shall be amended to be renumbered as §505.

SECTION 33. Article V, Ordinances, §507, Compilation, shall be amended to be renumbered as §506, and shall read as follows:

The Board shall provide for the preparation of a general compilation and indexing of all Township ordinances having the force and effect of law. The general compilation shall be published promptly, together with this Charter and the Administrative Code required by this Charter. This compilation shall be known and cited as "The General Laws of the Township of Tredyffrin."

SECTION 34. Article V, Ordinances, §508, Amendments, shall be amended to be renumbered as §507.

SECTION 35. Article VI, Township Administration, §601, General provisions, shall be amended to read as follows:

The Board shall adopt by ordinance an Administrative Code which shall provide for the administrative organization of the government, the assignment of duties and responsibilities to officers and employees, and the procedural requirements set forth by this Charter or general law as supplemented by the Board. The Board may create, modify or

abolish and prescribe the functions of Township departments, offices and agencies consistent with law or this Charter. The Board may create, modify or abolish boards, commissions, authorities and other agencies and special committees; prescribe their organization and functions, consistent with this Charter or general law; and appoint, suspend or remove the members of such boards, commissions, authorities and other agencies and special committees by a majority vote of all the members of the Board of Supervisors.

SECTION 36. Article VI, Township Administration, §602, Personnel system, shall be amended to read as follows:

- A. The Manager shall appoint and remove, with the approval of the Board, all department heads and other officers specified in this Charter or by general law with the exception of the Superintendent of Police and the members of boards, commissions, authorities and other agencies and special committees as provided for in §403.A. Department heads shall appoint and remove, with the approval of the Manager, their subordinate officers and employees under written rules of personnel administration which shall be adopted by the Board as provided in §602.B.
- B. The Board shall adopt in the Administrative Code personnel rules which are necessary to the administration of the Township's personnel system, including, as a minimum, methods for determining the merit and fitness of candidates for appointment and promotion, policies regulating disciplinary action and grievance procedures.
- C. Rules for the regulation of the tenure, suspension, removal, furloughing and reinstatement of police officers shall be as provided in the then applicable collective bargaining agreement as approved by the Board of Supervisors.
- D. All appointments and promotions of Township employees, including police officers, shall be made on the basis of merit and fitness demonstrated by examination or other evidence of competence.

SECTION 37. Article VI, Township Administration, §603, Township Solicitor, shall be amended to read as follows:

- A. The Board by a majority vote of its membership shall appoint a Township Solicitor for an indefinite term to serve at the pleasure of the Board and shall fix the solicitor's compensation. The solicitor shall be a member of the Bar of the Supreme Court of Pennsylvania in good standing and experienced in municipal law.
- B. It shall be the duty of the Township Solicitor to:
 - (1) Serve as the legal advisor to the Board and the Manager and to other Township officers, departments, boards, commissions, authorities and agencies, unless such desire independent counsel and only upon approval

of the Board at their discretion. The Board may authorize special counsel for special purposes from time to time.

- (2) Represent the Township in legal matters, proceedings or hearings.
 - (3) Perform any other duties prescribed by this Charter or by ordinance or general law or as directed by the Board.
- C. Removal of the Township Solicitor shall require a majority vote of all the members of the Board.

SECTION 38. Article VI, Township Administration, §604, Superintendent of Police, shall be amended to read as follows:

- A. The Board by a majority vote of its membership shall appoint a Superintendent of Police to serve at its pleasure and shall set the annual compensation for the Superintendent of Police. The Superintendent shall be an experienced police officer who has satisfactorily completed all the requirements for the position specified in the Administrative Code. The Superintendent of Police shall not be otherwise gainfully employed except as permitted by the Administrative Code.
- B. The Superintendent of Police shall have the authority for the organization, planning, staffing and performance of the Police Department and the employees thereof. The Superintendent of Police shall require the strict enforcement of all laws applicable to the police function of the Township and other enforcement as designated by the Board and shall be in charge of crime prevention activities.
- C. Removal of the Superintendent of Police from office shall be accomplished under the same procedures as for the removal of the Manager outlined in §404.

SECTION 39. Article VI, Township Administration, §606, Finance Director, shall be amended to read as follows:

- A. At the discretion of the Board, a Finance Director may be appointed by the Manager with approval of the Board, and the salary shall be fixed by the Board. Such Finance Director shall be qualified by education and/or experience in financial management and public finance.
- B. The Finance Director shall serve as the chief financial adviser to the Manager and other Township officers, departments, boards and agencies. The Finance Director, under the direction and supervision of the Manager, shall perform duties prescribed elsewhere in this Charter or by ordinance.

SECTION 40. Article VII, Financial Administration, §701, Fiscal year, shall be amended to read as follows:

The fiscal year of the Township shall be the calendar year. However, if not prohibited by law, the Board may by ordinance adopt a different fiscal year, specifying an orderly procedure for financial and budgetary controls in making such transition.

SECTION 41. Article VII, Financial Administration, §702, Classification of accounts, shall be amended to read as follows:

The Board shall adopt in the Administrative Code a uniform classification of accounts and codes to be used and followed in all financial plans, budgets and financial reports as set forth in this Article VII.

SECTION 42. Article VII, Financial Administration, §704, Operating budget, Subparagraph A(1), shall be amended to delete the phrase “Personal services” and replace it with “Personnel expenses.”

SECTION 43. Article VII, Financial Administration, §704, Operating budget, Subparagraph B, shall be amended to read as follows:

- B. At least 30 days before the end of the fiscal year, the Board shall complete consideration of the Manager's proposed budget, modify the Manager's proposal in such manner as it sees fit and adopt a preliminary budget. The budget must be balanced so that appropriations are matched by anticipated revenues and available surplus. Copies of the detailed preliminary budget shall be available at the Township office for public inspection and made available on the Township's website, or as otherwise provided by law, for public inspection. The Board shall hold at least one public meeting on the preliminary budget, which may take place at any regular or special meeting of the Board.

SECTION 44. Article VII, Financial Administration, §704, Operating budget, Subparagraph C, shall be amended to read as follows:

- C. A summary of the final budget shall be advertised at least once in a newspaper of general circulation in the township, or as otherwise provided by law, at least 10 days before the date set for final adoption. In advertising the final budget, the Board shall state the date set for final adoption. After the proposed budget has been made available for inspection at least 10 days prior to the date of adoption, the Board shall, after making revisions as are appropriate, adopt the final budget. The Board shall adopt a final balanced budget before the start of the fiscal year to which it applies, except that in the year immediately following a municipal election, the new Board may within 45 days after the start of the fiscal year adopt a revised budget. The budget shall be effective as of the start of the fiscal year. In the event that the Board fails to adopt a budget by the start of the fiscal year, the amounts appropriated for the previous fiscal year shall be considered appropriated temporarily, prorated on a month-to-month basis, until a final budget is adopted.

SECTION 45. Article VII, Financial Administration, §704, Operating budget, Subparagraphs D and E, shall be amended to read as follows:

- D. The Finance Director shall cause the appropriations voted by the Board to be entered into the accounting records of the Township and shall approve no contract or expenditure which would exceed the unencumbered balance of appropriations in any account. The Board may at any time amend the allocations within each appropriation, but changes in appropriations, either increases or decreases, in any items on which budgetary controls are maintained, shall be made only pursuant to a resolution of the Board authorizing such changes. Supplemental appropriations may be made by the Board at any time. In the event that revenues are found and certified by the Finance Director to fall short of estimates in the budget, the Board shall make necessary reductions in appropriations in order to maintain a balanced budget. All unexpended appropriations shall lapse at the end of the fiscal year.
- E. In the event of genuine emergencies, unanticipated at the time the operating budget was adopted, the Board may make supplemental appropriations to meet the emergency conditions. To the extent that there are no available unappropriated revenues to meet such emergency appropriations, the Board may authorize the issuance of temporary notes which shall constitute unfunded debt to be funded and repaid in accordance with the Local Government Unit Debt Act. It is the intent of this Charter that operating expenditures shall neither be appropriated nor paid out of loan funds except to meet genuine emergencies.

SECTION 46. Article VII, Financial Administration, §705, Capital program and capital budget, shall be amended to read as follows:

On or before the adoption of the operating budget, the Board shall adopt a capital program and a capital budget. The capital program shall set forth all capital expenditures, in an amount as set forth in the Administrative Code (except for maintenance of existing facilities, which shall be included in the operating budget), identified by project, the year in which acquisition or construction is to be scheduled, the means by which the capital program is to be financed, the effect of any proposed capital expenditures on future operating expenses and the effect of any proposed new indebtedness on the amortization schedule of existing debt and debt limits. The capital program shall incorporate all anticipated capital projects to be initiated within a period of three or more years. Following approval by the Board of the capital program, the Board shall adopt a capital budget providing appropriations for the next fiscal year, which shall be the first year of the capital program. The capital budget may be financed from unused appropriations of current revenues or moneys borrowed as authorized by this Charter or general law. All unused appropriations for the capital budget shall lapse at the end of the fiscal year. The Finance Director shall control expenditures in relation to appropriations in the capital budget in the same manner as required for the operating budget in §704. The Board may amend the capital budget at any time during the fiscal year, but before doing so must amend the capital program. The capital program and the capital budget shall be adopted in the same manner as provided for the adoption of the operating budget in §704.

SECTION 47. Article VII, Financial Administration, §707, Contracts, Subparagraph B, shall be amended to read as follows:

- B. All contracts of the Township involving sums in excess of an amount specified by the Board by resolution shall be in writing. The Manager shall execute all contracts on behalf of the Township involving sums of less than the amount specified by the Board, provided that such action is in accordance with the budget or other specific prior authorization. Contracts in excess of amounts authorized to be approved by the Manager, or extending over a period of more than two years, shall be formally approved by the Board and countersigned by the Chairman of the Board as well as the Manager. Authorization for contracts for the purchase, sale, lease or use of real estate or for the construction of assessable public capital improvements shall be given by ordinance. Any officer required to execute a written contract shall submit the form of contract to the Township Solicitor for approval before executing the contract.

SECTION 48. Article VII, Financial Administration, §707, Contracts, Subparagraph C, shall be amended to read as follows:

- C. The Board shall, by ordinance, establish a procedure for competitive bidding to include definitions of amounts, publication and notice requirements, including advertisement at least once in a newspaper of general circulation in the Township, or as otherwise provided by law, deposit and bond requirements, conditions, terms, rules, regulation, waiver and exceptions, as it shall from time to time deem advisable, in accordance with this Charter and general law. Competitive bidding shall not be required under this Charter for:

SECTION 49. Article VII, Financial Administration, §707, Contracts, Subparagraph C(2), shall be amended to read as follows:

- (2) Contracts for labor, material, supplies or services aggregating less than the amount otherwise specified by the laws of the Commonwealth of Pennsylvania.

SECTION 50. Article VII, Financial Administration, §708, Disbursements, shall be amended to read as follows:

The Finance Director shall authorize disbursement of Township moneys only after determining that all goods and services have actually been received or performed. The Board shall provide in the Administrative Code for procedures for the signing and countersigning of all checks, drafts and other orders of payment by two persons, one of whom shall be the Finance Director or other employee under the direction of the Finance Director as shall be specified in the Administrative Code.

SECTION 51. Article VII, Financial Administration, §712, Financial limitations, Subparagraph B, shall be amended to read as follows:

- B. The borrowing of money shall be limited to general laws applying to municipalities governed by a Home Rule Charter and by the Local Government Unit Debt Act as to procedural matters.

SECTION 52. Article VIII, Prohibited Activities and Conflict of Interest, §801, Prohibited activities, shall be amended to read as follows:

The following activities shall be prohibited in the operation of the Township government:

- A. No person shall favor or discriminate against another person in their employment by the Township in any capacity, appointment to any board, commission or agency, or removal therefrom, because of race, color, gender, age, national origin, ancestry, handicap, disability, sexual orientation or gender identity, political or religious opinions or affiliations.
- B. No person who seeks appointment to any Township board, commission or agency or employment by the Township in any capacity shall, directly or indirectly, give or pay any money, service or other consideration to any person or entity in connection with such appointment or employment, other than to a bona fide employment agency.

SECTION 53. Article VIII, Prohibited Activities and Conflict of Interest, §802, Conflict of interest, Subparagraph A(1), shall be amended to read as follows:

- (1) Engage in any activity or take any action by virtue of their official position from which activity or action the official, or any other person or entity in whose welfare the official is interested, shall benefit or realize a gain or advantage. Such benefit, gain or advantage shall not, however, be construed to be prohibited if the action in question is on behalf of a group of citizens of the Township and such benefit and relationship is generally known and acknowledged.

SECTION 54. Article VIII, Prohibited Activities and Conflict of Interest, §802, Conflict of interest, Subparagraph C, shall be amended to read as follows:

- C. The Supervisors, the Township Manager and their direct appointees shall, upon taking office, file with the Township Secretary a statement of direct, indirect or beneficial ownership of real property in Tredyffrin Township, excluding their principal residences, or direct, indirect or beneficial interest in any corporation, partnership or joint venture owning real property in Tredyffrin Township. This statement shall be revised promptly as required by any change in ownership.

SECTION 55. Article VIII, Prohibited Activities and Conflict of Interest, §803, Violation, shall be amended to read as follows:

Any person who violates any provisions of §802 or who shall be convicted of any crime classified as a misdemeanor of the second degree or higher under the laws of this Commonwealth or shall be convicted of any comparable crime by the United States, federal district or territory, or by any state shall not be qualified to hold township office or employment and, if holding such, shall be dismissed upon determination of such violation by a Citizens Board of five voters of this township appointed by the Board of Supervisors for such purpose or upon conviction thereof by a court of the United States, federal district or territory, or any state court. The Citizens Board shall be appointed by the Board of Supervisors upon its own motion (provided that any Supervisor who is the subject of the investigation shall not take part in the appointment) or shall be appointed upon the petition of 100 or more registered voters in the Township whose designated Chair shall be a member of the Citizens Board. The petition seeking the appointment of a Citizens Board shall in general terms specify the area of investigation.

SECTION 56. Article IX, Citizen Participation, §901, General provisions, Subparagraph A, shall be amended to read as follows:

- A. Any qualified citizen of the township may participate in the governing of the Township by:
- (1) Seeking elected office as a Supervisor and/or voting for the Supervisor or Supervisors of their choice.
 - (2) Serving on boards, commissions, authorities, committees or other agencies of the Township when appointed by the responsible officials.
 - (3) Attending public meetings of the Board and other boards, commissions, authorities, committees or agencies of the Township.
 - (4) Addressing suggestions to the Board and others to provide guidance for their actions and exercising the right of initiative or referendum in accordance with the procedures set forth in §902.

SECTION 57. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph B, shall be amended to read as follows:

- B. All petition papers for the purpose of initiating or repealing an ordinance shall:
- (1) Bear in ink the signatures, addresses and date of signing of at least 20% of the registered voters in the Township.
 - (2) Contain the names and addresses of five registered voters designated as the "Committee of the Petitioners," including the person designated as the Chair of the Committee of the Petitioners.

- (3) In the case of initiating an ordinance, contain the full text of the ordinance proposed and, in the case of repealing an ordinance, identify the title, date and a summation of the significant substance of the ordinance for which repeal is sought.
- (4) Contain on each page an affidavit executed by the circulator of the petition that all signatures thereon are genuine and were affixed in their presence on the date indicated only after the signer had an opportunity to read the full text prior to signing.
- (5) Be circulated and signed within a period of 30 days between the date of the first signature and the date at which the petition papers are submitted to the Township Manager.
- (6) Be submitted to the Township Manager who shall immediately take further action as set forth in this article.

SECTION 58. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph C, shall be amended to read as follows:

- C. Upon receipt of a petition to initiate or repeal an ordinance, the Township Manager shall take the following action:
 - (1) Within 20 days of receiving the petition, the Township Manager shall examine the petition for compliance with the provisions of this article with respect to form and sufficiency of signatures and advise the designated the Chair of the Committee of the Petitioners of the results of the examinations by certified mail or hand delivery.
 - (2) If the purpose of the petition is to initiate an ordinance, the Manager shall immediately refer a copy of the text of the proposed ordinance to the Township Solicitor who shall within five days certify to the Manager whether or not the proposed ordinance is lawful under this Charter and general law and whether or not the proposed ordinance is in proper form or can be so written without changing substance. Such decision by the Township Solicitor shall be considered a "final order of an administrative agency" under the provisions of Article V, Section 9, of the Constitution of the Commonwealth of Pennsylvania. If the Township Solicitor considers the proposed ordinance to be lawful, but defective in form, the Township Solicitor shall provide a draft in proper form. The Manager shall report the findings of the Township Solicitor in the report to the designated Chair of the Committee of the Petitioners, as required above.
 - (3) Within 10 days of receiving the response of the Manager, the Chair of the Committee of the Petitioners may notify the Manager of the Committee's acceptance of the report or the revised draft, if any, and remedy any minor

procedural deficiencies in the petition. Otherwise, the petition will be considered abandoned and any further action must be initiated by a new petition.

- (4) If the Manager finds the petition is sufficient, the Manager shall as soon as possible, but in no more than 20 days after receipt, advise the Chair of the Board. If the petition calls for the repeal of an ordinance which was not in effect at the time the petition was filed with the Manager, the ordinance will be suspended until final decision has been made under this article. If the ordinance was in effect at the time the petition was received by the Manager, the ordinance will remain in effect until repealed by the Board or by referendum.
- (5) The Manager shall advertise the proposed ordinance or repeal of an ordinance in the same manner as an ordinance initially approved by the Board under § 503.B, designating the date at which the Board will take final action, and shall place the question on the agenda for the Board at the designated meeting.

SECTION 59. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph F, shall be amended to read as follows:

- F. If, within 60 days of the submission of a certified petition by the Manager to the Chair of the Board, the Board shall fail to pass an ordinance requested by initiative petition in substantially the form requested or shall fail to repeal the referred ordinance, the Manager shall within 14 days thereafter file the petition with the Board of Elections of Chester County, Pennsylvania, and request that the proposed ordinance or repeal of an ordinance be submitted for referendum at the next municipal, general or primary election which shall occur not less than 60 days from the date of certification of the petition to the County Board of Elections. No action of initiative or referendum shall be taken under this article at a special election other than at the time of regular scheduled elections.

SECTION 60. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph G, shall be amended to read as follows:

- G. If a majority of the qualified voters voting on the question favor the adoption of a proposed ordinance or the repeal of an ordinance previously adopted by the Board, the ordinance shall become effective or the repealed ordinance shall become void upon certification of the election results. The Manager shall add the new ordinance to or delete the repealed ordinance from the record book and the code of ordinances required in §§505 and 506.

SECTION 61. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph J, shall be amended to read as follows:

- J. In the event that two or more ordinances are properly proposed by initiative but are inconsistent, the Manager and the Township Solicitor shall meet with Committees

of the Petitioners and seek mutually agreeable adjustments to eliminate the inconsistency. If mutual agreement cannot be obtained, the petition first submitted to the Township Manager pursuant to §902.B(6) shall be accepted for further processing.

SECTION 62. Article X, General Provisions, §1002, Gender, shall be deleted in its entirety.

SECTION 63. Article X, General Provisions, §1003, Amendment, shall be amended to be renumbered as §1002.

SECTION 64. Article X, General Provisions, §1004, Effective date, shall be amended to be renumbered as §1003 and to read as follows:

This Charter, as amended shall become effective on the ____ day of _____.

SECTION 65. Article X, General Provisions, shall be amended to add new §1004, Elected Auditor, which shall read as follows:

The elected auditor in office on the day before the Charter takes effect shall continue in office for the term for which they were elected or until their death, resignation or removal. Thereafter, the position of elected auditor shall be discontinued, and the functions of that office shall be carried out as mandated by this Charter.

SECTION 66. Article X, General Provisions, shall be amended to add new §1005, Departments, offices, agencies, boards and commissions, which shall read as follows:

- A. The organization of the Township government under this Charter shall be as set forth in the Administrative Code, as required by §601.

SECTION 67. Article XII, Transitional Provisions, shall be deleted in its entirety.

SECTION 68. If any part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining parts of this ordinance which shall continue to be fully operative as if the unconstitutional, illegal or invalid part had not been enacted.

SECTION 69. Any and all provisions of any other ordinance which are inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 70. This ordinance shall be effective thirty-one (31) days from the date of enactment hereof.

DULY ORDAINED AND ENACTED this ____ day of _____, 2026.

**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP**

David Miller, Chair

Sharon Humble, Vice-chair

KS Bhaskar

Eamon Brazunas

Julie Gosse

Carlotta Johnston-Pugh

Hans van Mol

[Seal]

ATTEST:

William F. Martin, Township Manager

**Tredyffrin Township
Public Meeting
Minutes – April 20, 2026**

A public meeting of the Board of Supervisors of Tredyffrin Township was held on the above date at the Tredyffrin Township Building and via Zoom. Board members present included Chair David Miller, Vice Chair Sharon Humble, KS Bhaskar, Eamon Brazunas, Julie Gosse, Carlotta Johnston-Pugh, and Hans van Mol. Also, in attendance were Township Manager William Martin; Chief Operating Officer Dean Dortone, Chief Financial Officer Joseph DiRocco; Township Solicitor Theo Speedy; Police Captain Tyler Moyer; Township Engineer Stephen Burgo; Director of Operations Darin Fitzgerald; Director of Planning & Zoning Erin McPherson; and Recording Secretary Patricia Hoffman.

The meeting dates for the year were advertised in the 11/20/2025 issue of Daily Local and the 11/27/2025 issue of the Main Line Suburban. The meetings dates for the year were published on the Township website by 12/31/2025 and were printed in the Township's newsletter 1/31/2026. The agenda was posted on the Township website 4/17/2026 and at the main entrance to the Township Building 4/17/2026. Copies of the agenda were made available for the public in attendance at the meeting.

Mr. Martin announced that the Zoom video was not working but that the audio was working. He told participants on Zoom that they could also follow the meeting on the YouTube channel.

SPECIAL ACKNOWLEDGEMENTS

Pete Hughes of Valley Forge Trout Unlimited recognized Mr. Burgo by presenting him with the 2025 Carl Dusinger Award. He was presented with this Award as a result of his ongoing efforts to protect Valley Creek and in particular for his work on the Crabby Creek Stormwater Projects. Ms. Humble, Open Land Conservancy President Ray Clarke, and EAC member Anne Murphy all expressed their appreciation to Mr. Burgo for his work in this area.

Library Board of Trustees Chair Rob Croner presented the annual Library Hero Award to Marianne Murphy for her efforts on behalf of the libraries.

Friends of the Tredyffrin Library Board President Kate Currigan presented Library Director Mallory Hoffman with a check in the amount of \$44,500.

CALL TO ORDER PUBLIC HEARING

At 7:27 PM, Mr. Miller called to order a public hearing to consider and possibly adopt Ordinance HR-495 amending Chapter 4, Administration of Government, Article VII, General Provisions.

At the end of discussion, a motion was made by Ms. Bhaskar and was seconded by Dr. Gosse to adopt Ordinance HR-495 amending Chapter 4, Administration of Government, Article VII, General Provisions. A roll call vote was taken: Mr. Brazunas – aye; Mr. van Mol – aye; Ms. Humble – aye; Dr. Gosse – aye; Mr. Bhaskar – aye; Ms. Johnston-Pugh – aye; Mr. Miller – aye. The motion passed with a 7-0 vote.

Notes of testimony were taken by Court Reporter Arlene LaRosa.

ADJOURN PUBLIC HEARING AND CALL TO ORDER PUBLIC MEETING

Mr. Miller adjourned the public hearing and called the public meeting to order at 7:30 PM.

ANNOUNCEMENTS

- The Municipal Authority meeting scheduled for April 22nd is cancelled.
- The Arts Commission meeting scheduled for April 23rd is cancelled.
- The first annual Tredyffrin Community Yard Sale is scheduled for Saturday, April 25. You can find a list of homeowners who are participating on the Township website.
- The first family movie night for this year is scheduled for Friday, May 8, showing Zootopia 2.

APPROVAL OF MINUTES

Motion made by Mr. Bhaskar, seconded by Mr. van Mol, and passed unanimously to approve minutes of March 16, 2026.

TOWNSHIP BUSINESS

Mr. Miller reported that the Board met in Executive Session prior to this meeting to discuss legal and personnel matters.

Supervisor Liaison Reports

The Supervisors provided reports for the following meetings:

- Mr. Brazunas reported on the Development Sub-committee meeting held on April 16.
- Mr. Brazunas reported on the Tredyffrin-Easttown Fire Commission that was held on April 15. The next meeting is scheduled for May 20 at the Tredyffrin Township Building.
- Mr. Brazunas reported on the Planning Commission meeting held on April 16. The next meeting is scheduled for May 21.
- Mr. van Mol reported on the Planning Commission meeting held on March 19.
- Mr. van Mol reported on the Traffic Committee meeting held on March 18. The next meeting is scheduled for June 17.
- Mr. van Mol reported that the next Municipal Authority meeting is scheduled for July 15.
- Mr. van Mol reported on the Library Foundation Board meeting that was held on April 7. The next meeting is scheduled for July 7. He noted that there were vacancies on the Board if any residents are interested in serving.
- Ms. Humble reported on the Park & Rec Board meeting held on April 15. The next meeting is scheduled for May 13.
- Ms. Humble reported that the next Zoning Hearing Board is scheduled for April 23.
- Dr. Gosse reported on the Historical Commission meeting held on April 9. The next meeting is scheduled for May 14.
- Mr. Bhaskar reported on the Environmental Advisory Council meeting held on March 24. The next meeting is scheduled for April 28.
- Mr. Bhaskar reported on the Library Board of Trustees meeting held on March 26. The next meeting is scheduled for April 23.

More information for these meetings can be found on the Township website in the minutes for each meeting.

Motion made by Mr. Brazunas, seconded by Mr. van Mol, and passed unanimously to appoint Lisa Thomas to the Planning Commission.

Motion made by Mr. Miller, seconded by Mr. Brazunas, and passed unanimously to appoint Mike Heaberg to the Pension Trustees.

Amend Public Meeting Agenda

Motion made by Mr. Miller, seconded by Mr. van Mol, and passed unanimously to amend the agenda for the Board of Supervisors April 20, 2026, public meeting to add approval of a pump for the Chesterbrook Pump Station.

Chesterbrook Pump Station

Motion made by Mr. Bhaskar, seconded by Mr. Brazunas, and passed unanimously to approve the purchase of a sanitary sewer pump for the Chesterbrook Pump Station at a COSTARS cost of \$54,600.

Ms. Johnson-Pugh asked for and received the summary of interim plans while waiting for the new pump to be delivered.

Ms. Murphy asked for and obtained confirmation that the funds being used were from the Sewer Fund and also that there was no pollution caused by the issue

TEFC Appointments

Motion made by Ms. Humble, seconded by Mr. Bhaskar, and passed unanimously to formally appoint Mr. Miller, Dr. Gosse, and Mr. Brazunas to the Tredyffrin Easttown Fire Commission.

Capital Purchase – Cleaning Equipment

Motion made by Mr. Bhaskar, seconded by Mr. van Mol, and passed unanimously to approve capital purchase of a surface cleaning attachment for the Ventrac equipment at a cost of \$29,717, which is below the amount in the 2026 budget for this purchase.

Capital Purchase – Library Doors

Motion made by Mr. Brazunas, seconded by Mr. van Mol, and passed unanimously to approve replacement of handicapped door hardware at Tredyffrin Public Library at a COSTARS cost of \$24,056.40, which is below the amount in the 2026 budget for this purchase.

Mr. Bhaskar noted that this hardware replacement is a very crucial need at this time.

Data Center Ordinance

Motion made by Mr. Bhaskar, seconded by Mr. Brazunas, and passed unanimously to authorize staff to work with the Township Solicitor to draft Zoning Amendments for the regulations of Data Centers.

Mr. van Mol added his support to plan in advance of any applications for such use in the Township.

Mr. Bhaskar noted that at this time there is not enough open space in the Township to accommodate a data center but that may not be true in the future as such facilities evolve. He expressed his support to have an ordinance enacted.

Mr. Miller confirmed that there were no applications for such use at this time.

Resident Margaret van Naerssen asked that the committee consider adding ecological benefits to the ordinance, such as incorporating solar panels on the roofs.

A resident asked for and received information about other areas like a data center that are specifically defined in the Zoning Ordinance.

2025 Community Events – Sale of Alcohol

Motion made by Mr. Bhaskar, seconded by Ms. Humble, and passed unanimously to approve the sale of alcohol during specific 2026 community events – Movie Nights, Summer Concerts, and Community Day.

PennDOT ROW Agreement

Motion made by Mr. van Mol, seconded by Ms. Humble, and passed unanimously to approve PennDOT Right-of-Way Sanitary Sewer Facilities Operations and Maintenance Agreements for John and Julia Sponseller for 218 E. Conestoga Road.

341 E. Conestoga Documents

Motion made by Mr. Brazunas, seconded by Ms. Humble, and passed unanimously to approve the following agreements for Main Line Padel LLC/341 E. Conestoga Road:

- Development & Financial Security Agreements;
- Stormwater Best Management Practices Operations and Maintenance Agreement;
- PennDOT Right-of-Way Sanitary Sewer Facilities Operations, Maintenance and Endowment Agreement;
- PennDOT Right-of-Way Stormwater Best Management Practices (BMPs) and Conveyances Operation and Maintenance and Endowment Agreement.

Advertise Public Hearing

Motion made by Ms. Humble, seconded by Mr. van Mol, and passed unanimously to authorize advertising a public hearing on May 20, 2026, for Ordinance HR-496 to amend the Township’s Home Rule Charter.

NEW MATTERS

Board

Mr. Bhaskar expressed his support for an Earned Income Tax (EIT).

Ms. Johnson-Pugh asked Public Works to consider moving the button for the handicapped door at the front of the Township Building to the other side so that it would be closer to the door itself.

Ms. Humble asked for an update from the recent meeting that two supervisors attended for the Mt. Pleasant and the Panhandle Associations regarding traffic and student housing. Ms. Johnson-Pugh reported that the residents in the Mt. Pleasant neighborhood are very concerned about the continuing issues and problems caused by the student housing in their neighborhood. She also stated that residents in both Mt. Pleasant and the Panhandle are concerned about speeding and traffic in their neighborhoods, adding that once Villanova starts the shuttle buses from the Cabrini campus to the Main campus, traffic on Upper Gulph and King of Prussia Roads will worsen. Mr. van Mol echoed this statement. He noted that both these roads are PennDOT roads and he may be able to contact PennDOT on behalf of the Township and its residents.

Mr. van Mol reminded residents that the Pennsylvania Primary Elections are scheduled for May 19.

Citizens

Resident Carol Matthews shared her view on the situation Township police officers found themselves in with the driver who called them about having issues but then refused services once they were at Paoli Hospital. She shared an outline for process for a 302 Crisis Team in Chester County and shared the need for a red flag law in Pennsylvania. She noted that the Township police officers were in a difficult situation. Mr. van Mol added that there are no red flag laws in Pennsylvania at this time.

Mr. Clarke thanked the Arts Commission for their participation in the Kindness Rock project at the Open Land Conservancy on April 11.

Resident Jessica Tinneny, Greene Lane, asked the Supervisors to consider adding a mental health specialist to the Police Department staff.

NEXT MEETING

The next meeting of the Board of Supervisors is scheduled for May 20 – 2 days later than regular schedule due to primary elections.

ADJOURNMENT

The meeting was adjourned at 7:33 PM.

Respectfully submitted,

Patricia Hoffman
Recording Secretary

**A NEW MULTI-WAY STOP
INTERSECTION is
coming to Paoli !!!**



BOS Meeting - 5/20/26

Stephen Burgo, P.E. – Township Engineer

PADOT to install a Multi-Way Stop in Paoli:

- Where: @ intersection of South Valley Rd and E/W Circular Avenue
- What: PADOT will install new pavement markings, and new signage, including 2 LED Border-Lit Stop Signs on the SB approach of intersection.
- Who: PADOT is using RoadCon (contractor)
- When: PADOT anticipates work to start/end May-July 2026.



↶ Redo ⊗ Clear Map ↶ Reset Map

43-9R-3
Chesco Reporter

[Visit our website](#)

[Help Center](#)

43-9Q-18.1
1.6 AC.

S Valley RD

43-9R-3.1
0.82 AC.

43-9R-4
0.17 AC.

43-9R-5
0.26 AC.

W Circular AV

Tredyffrin
Township

E Circular AV

Poplar LA

43-9Q-28
0.73 AC.

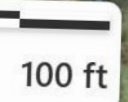
43-9Q-35
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43-9R-32
0.36 AC.

43-9R-33
0.27 AC.

43-9Q-34
0.25 AC.

43-9R-31
0.49 AC.



DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
6-0	CHESTER	SR 1005	SIP	OF	
REV NO	REVISIONS		DATE	BY	APPD

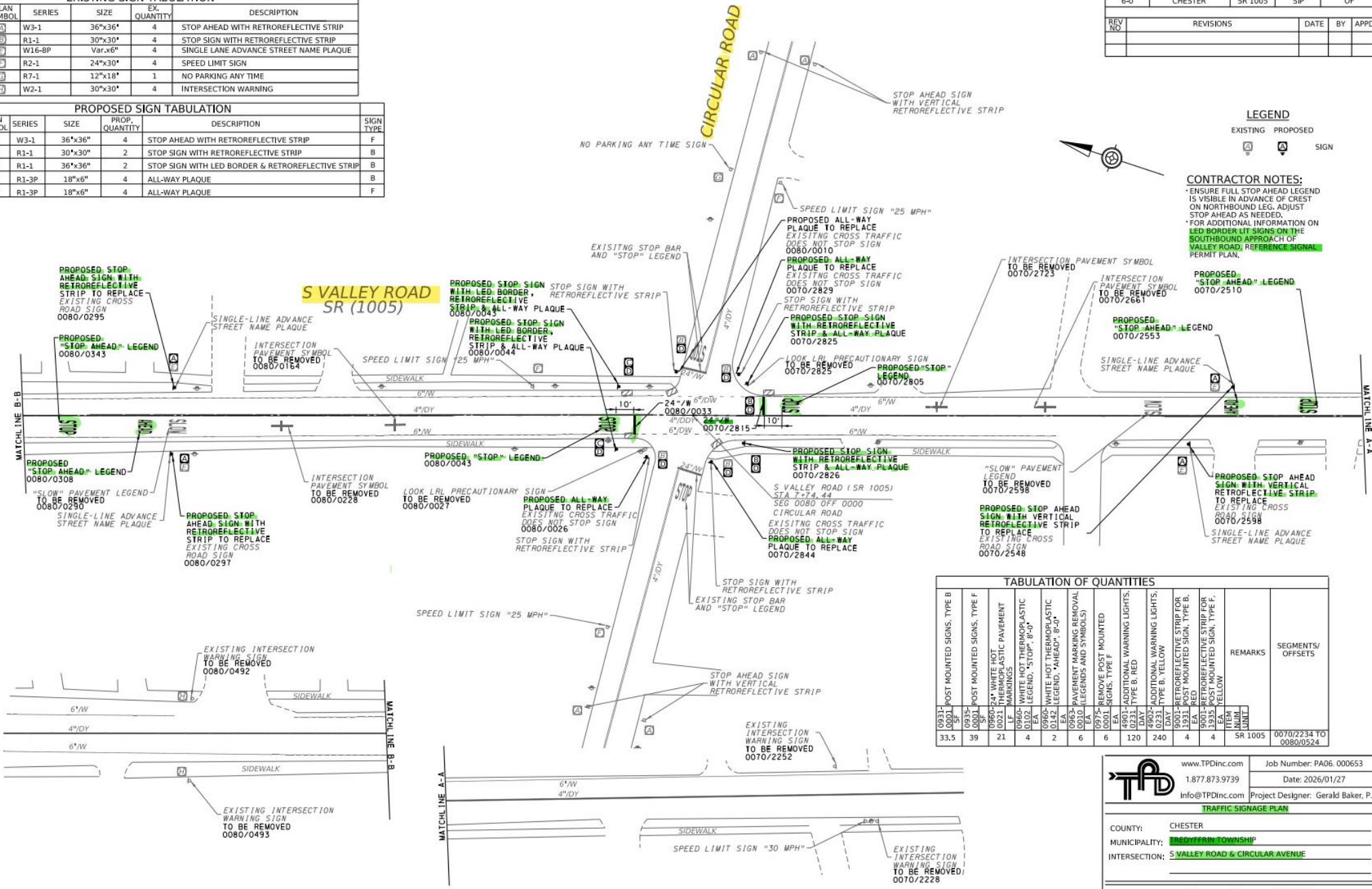
PLAN SYMBOL	SERIES	SIZE	EX. QUANTITY	DESCRIPTION
A	W3-1	36"x36"	4	STOP AHEAD WITH RETROREFLECTIVE STRIP
B	R1-1	30"x30"	4	STOP SIGN WITH RETROREFLECTIVE STRIP
C	W16-8P	Var.x6"	4	SINGLE LANE ADVANCE STREET NAME PLAQUE
D	R2-1	24"x30"	4	SPEED LIMIT SIGN
E	R7-1	12"x18"	1	NO PARKING ANY TIME
F	W2-1	30"x30"	4	INTERSECTION WARNING

PLAN SYMBOL	SERIES	SIZE	PROP. QUANTITY	DESCRIPTION	SIGN TYPE
A	W3-1	36"x36"	4	STOP AHEAD WITH RETROREFLECTIVE STRIP	F
B	R1-1	30"x30"	2	STOP SIGN WITH RETROREFLECTIVE STRIP	B
C	R1-1	36"x36"	2	STOP SIGN WITH LED BORDER & RETROREFLECTIVE STRIP	B
D	R1-3P	18"x6"	4	ALL-WAY PLAQUE	B
E	R1-3P	18"x6"	4	ALL-WAY PLAQUE	F



CONTRACTOR NOTES:

- ENSURE FULL STOP AHEAD SIGN IS VISIBLE IN ADVANCE OF CREST ON NORTHBOUND LEG. ADJUST STOP AHEAD AS NEEDED.
- FOR ADDITIONAL INFORMATION ON LED BORDER LIT SIGNS ON THE SOUTHBOUND APPROACH OF VALLEY ROAD, REFERENCE SIGNAL PERMIT PLAN.



ITEM	POST MOUNTED SIGNS, TYPE B	POST MOUNTED SIGNS, TYPE F	POST MOUNTED SIGN WITH THERMOPLASTIC PAVENT MARKINGS	WHITE HOT THERMOPLASTIC LEGEND, "STOP", "B", "D"	WHITE HOT THERMOPLASTIC LEGEND, "AHEAD", "B", "D"	PAVEMENT MARKING REMOVAL (EA LEGENDS AND SYMBOLS)	REMOVE POST MOUNTED SIGNS, TYPE F	ADDITIONAL WARNING LIGHTS, TYPE B, RED	ADDITIONAL WARNING LIGHTS, TYPE B, YELLOW	RETROREFLECTIVE STRIP FOR POST MOUNTED SIGN, TYPE B, RED	RETROREFLECTIVE STRIP FOR POST MOUNTED SIGN, TYPE F, YELLOW	REMARKS	SEGMENTS/OFFSETS
0931-01	33.5	39	21	4	2	6	6	120	240	4	4	SR 1005	0070/2234 TO 0080/0524

TPD www.TPDinc.com Job Number: PA06. 000653
 1.877.873.9739 Date: 2026/01/27
 info@TPDinc.com Project Designer: Gerald Baker, P.E.

TRAFFIC SIGNAGE PLAN

COUNTY: CHESTER
 MUNICIPALITY: REDBURY TOWNSHIP
 INTERSECTION: S VALLEY ROAD & CIRCULAR AVENUE

0 25 50 FEET

LED BORDER LIT STOP SIGN

GENERAL NOTES

NO MODIFICATIONS OF THIS INSTALLATION ARE PERMITTED UNLESS PRIOR APPROVAL IS GRANTED IN WRITING BY A REPRESENTATIVE OF THE DEPARTMENT OF TRANSPORTATION.

ALL MAINTENANCE WORK INCLUDING TRIMMING OF TREES, NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS IS THE RESPONSIBILITY OF THE PERMITTEE.

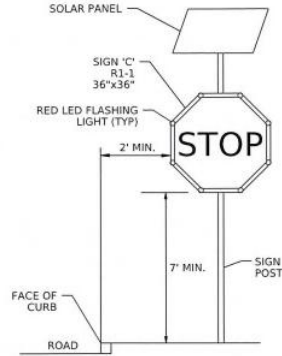
ALL SIGNS AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING ARE CONSIDERED PART OF THE PERMIT AND SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH PUBLICATION NO. 212.

PRIOR TO INSTALLATION THE CONTRACTOR SHALL CONSULT WITH THE LOCAL OFFICIALS AND UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.

THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITTEE COMPLIES WITH THE PROVISIONS OF THE LATEST AMENDMENT TO ACT 287, PREVENTION OF DAMAGE TO UNDERGROUND UTILITIES, DATED DECEMBER 20, 1974.

PERMITTEE SHALL OBTAIN A HIGHWAY OCCUPANCY PERMIT FOR ANY CHANGES IN INTERSECTION GEOMETRY REGARDING EXCAVATION.

CONDUIT INSTALLED IN BITUMINOUS ROADWAY LESS THAN 5 YEARS OLD, OR CONCRETE ROADWAY REGARDLESS OF AGE, MUST BE BORED OR JACKED UNDER THE ROADWAY. INSTALL IN ACCORDANCE WITH TRAFFIC SIGNAL STANDARDS TC-8800 SERIES.

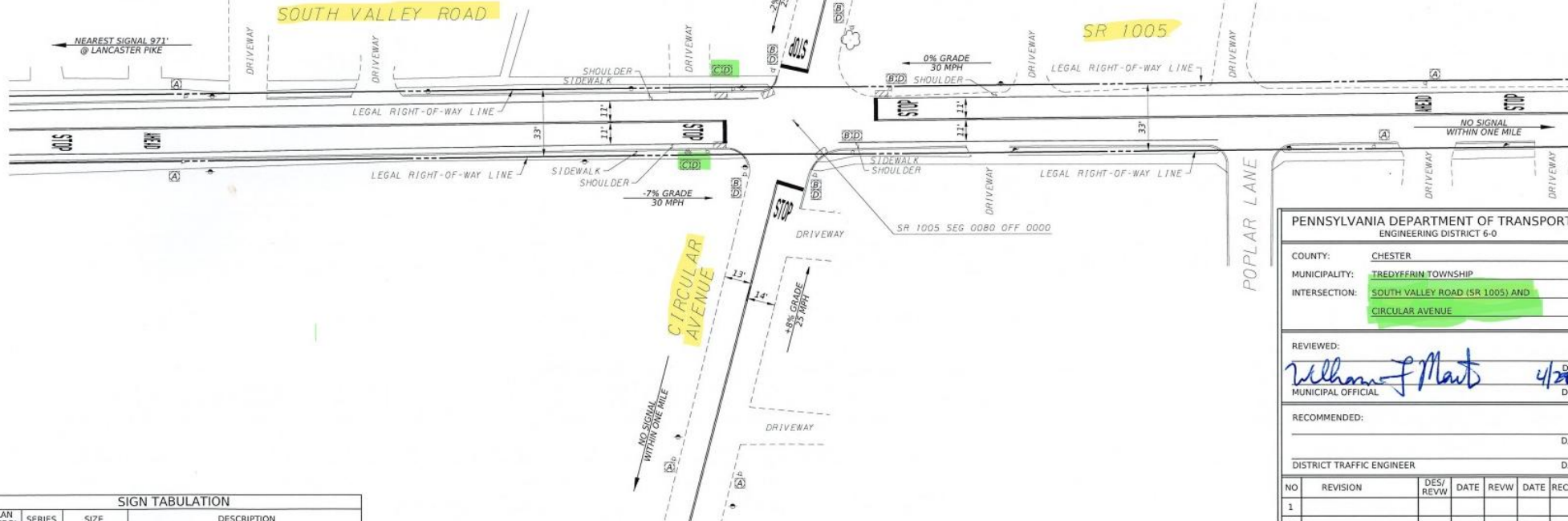


FLASHING STOP SIGN OPERATION NOTES:

- SIGN "A" SHALL MEET MUTCD STOP SIGN (R1-1) REQUIREMENTS.
- FLASHING STOP SIGN SHALL DISPLAY EIGHT RAPIDLY FLASHED RED LED INDICATIONS.
- EACH OF THE RED LED INDICATIONS SHALL FLASH SIMULTANEOUSLY AT A RATE OF NO MORE THAN 50 AND NO LESS THAN 60 TIMES PER MINUTE.
- THE RED LED'S SHALL HAVE A MINIMUM DIAMETER OF 1/4 INCHES AND SHALL BE PLACED WITHIN THE BORDER OF THE STOP SIGN.

POST MOUNTED LED BORDER LIT SIGN SUPPORT DETAIL

N.T.S.



PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ENGINEERING DISTRICT 6-0

COUNTY: CHESTER
MUNICIPALITY: TREDYFFRIN TOWNSHIP
INTERSECTION: SOUTH VALLEY ROAD (SR 1005) AND
CIRCULAR AVENUE

REVIEWED:
William J. Mart 4/20/26
MUNICIPAL OFFICIAL DATE

RECOMMENDED: _____ DATE _____
DISTRICT TRAFFIC ENGINEER DATE

NO	REVISION	DES/REVW	DATE	REVW	DATE	RECOM	DATE
1							
2							
3							
4							
5							
6							
7							
8							

SHEET 2 OF 2 PERMIT # W-6254-04 FILE # W-6254-04

SIGN TABULATION

PLAN SYMBOL	SERIES	SIZE	DESCRIPTION
A	W3-1	36"x36"	STOP AHEAD SIGN
B	R1-1	30"x30"	STOP SIGN
C	R1-1	36"x36"	STOP SIGN (LED BORDER LIT SIGN)
D	R1-3P	18"x6"	ALL-WAY PLAQUE

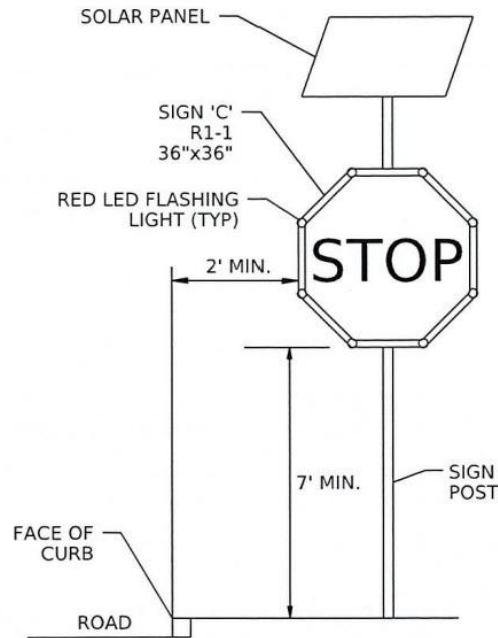
*ALL STOP SIGNS PROVIDED WITH BRIGHT SIDE PANEL (RED)

LEGEND

A SIGN/IDENTIFYING LETTER

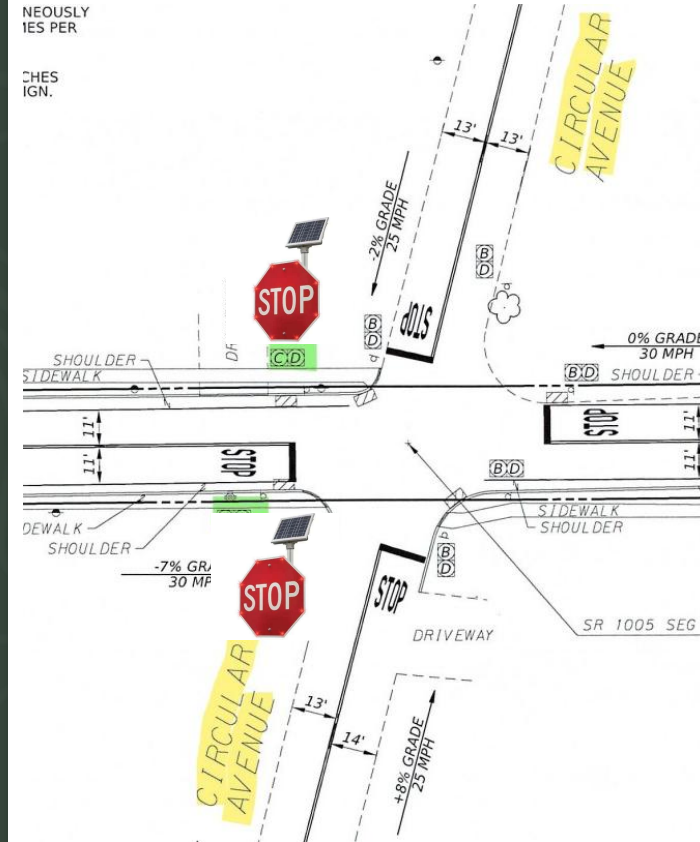
UTILITY POLE

0 25 50 FEET



POST MOUNTED LED BORDER LIT SIGN SUPPORT DETAIL

N T C



**FLASHING STOP SIGN
OPERATION NOTES:**

1. SIGN "A" SHALL MEET MUTCD STOP SIGN (R1-1) REQUIREMENTS.
2. FLASHING STOP SIGN SHALL DISPLAY EIGHT RAPIDLY FLASHED RED LED INDICATIONS.
3. EACH OF THE RED LED INDICATIONS SHALL FLASH SIMULTANEOUSLY AT A RATE OF NO MORE THAN 50 AND NO LESS THAN 60 TIMES PER MINUTE.
4. THE RED LED'S SHALL HAVE A MINIMUM DIAMETER OF ¼ INCHES AND SHALL BE PLACED WITHIN THE BORDER OF THE STOP SIGN.

PADOT LED Border-Lit Stop Signs – South Valley Road – Southbound approach to E/W Circular Intersection

Lancaster Ave (SR 0030)

SR 1005 Valley Rd at Circular Dr – CMS Plan

Board #1 SB Sign Board

~350' S of US 30 - Contact Municipality

South Valley Road

W. Circular Ave

E. Circular Ave

South Valley Road (SR 1005)

NB Sign Board

Board #2

~50' N of Devon Rd - Township Sign

Devon Road

SR 1005 Valley Rd and Circular Ave – CMS Messages

All Boards - Sign Messages 2 Weeks Prior

Screen 1

NEW TRAFFIC PATTERN

Screen 2

EXPECTED WEEK OF X/XX/XX

Board # 1 Sign Messages 60 Days After

Screen 1

CAUTION

Screen 2

STOP AHEAD

Board # 2 Sign Messages 60 Days After

Screen 1

CAUTION

Screen 2

STOP AHEAD

Note: Contractor to coordinate sign installation and message date with project implementation. Press release to be provided in advance of construction advising motorists "A new traffic pattern will be implemented at the intersection of Valley Road and Circular Avenue as part of this safety project, which will include changes to regulatory traffic control devices." Contractor to contact Tredyffrin Township Engineer Stephen Burgo, sburgo@tredyffrin.org, with anticipated installation date to coordinate parking restrictions for Board #1.

FYI:

- Speed Limit (25mph) – remains in place along S. Valley Rd
- Multi-Way Stop – stop signs will be added to South Valley Rd, and existing stop signs to remain on E/W Circular Ave.
- Drivers will be reqd. to stop in all directions.
- Please drive safely and follow the new STOP controls once installed at this intersection.
- Thank You to PADOT for working with Tredyffrin Twp. and our residents !!!



PADOT Project Timeline: **MAY – JULY 2026**





TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: May 12, 2026
TO: Finance Committee and Board of Supervisors
FROM: Stephen Burgo, P.E. - Township Engineer
SUBJECT: Request BOS Authorization for the Township Engineering Department staff to Advertise and Receive Bids for Engineering Department Project #: 2026-01:

- **Gregory Lane (Phase 2) Tredyffrin Township/ Jenkins Arboretum Stormwater Management and Drainage Improvement Project.**

The Township Engineering Department is requesting authorization from the BOS to Advertise and Receive Bids for the following Engineering Department Capital Improvement Project:

- **Gregory Lane (Phase 2) Tredyffrin Township/ Jenkins Arboretum Stormwater Management and Drainage Improvement Project.**

Project is included in the approved 2026 Township Capital Budget and is listed in the approved Tredyffrin Township 5-yr Capital Projects Funding Plan (2026-2030).

Gregory Lane (Phase 2) Tredyffrin Township/ Jenkins Arboretum Stormwater Management and Drainage Improvement Project

Twp. staff have been working with Jacobs, the design consultant, on the Gregory Lane (Phase 2) Tredyffrin Township/Jenkins Arboretum Stormwater Management and Drainage Improvement Project for more than a year. The Township has completed survey, planning, preliminary design, utility coordination, and held several onsite/online project informational/outreach meetings with Jenkins Arboretum staff over the past year. The final design was completed in early May 2026, and Twp. Engineering staff are currently working with Jacobs on our preparation of the Bid Documents (Bid Plans, Specifications, etc.), and final pre-bid construction cost estimate.

The Twp. Engineering Dept. staff and our consultant team are working to finalize the construction plans and bid package and expect to have them completed by the end of May and ready for bidding in June. The proposed project will include the following items:

- One (1) Stormwater Bio-Infiltration Bed Swale along the rear access roadway to the Jenkins Arboretum above the Browning Brook of Trout Creek
- New Storm piping, stone rip-rap, and vegetated plantings, etc.

In combination with the underground stormwater bed and stormwater drainage improvements installed in the Phase 1 portion of this project up on Gregory Lane, this Bio-Infiltration Swale Project will further capture, control, manage, infiltrate and reduce stormwater runoff rates to the Browning Brook (Devon State Rd Tributary of Trout Creek). Discharges into the Devon State Road Tributary of Trout Creek at the Jenkins Arboretum will be substantially reduced from this subwatershed, especially in small and moderate

storm events, and there will be less overland flow, accelerated erosion, and sediment transport into Trout Creek.

Three (3) project meetings were held with the Jenkins Arboretum onsite and online via Zoom. At these meetings a short presentation was provided (by Jacobs) to discuss project bio-infiltration swale designs, earthwork, construction access, timeline/schedule and construction logistics of working within the Arboretum grounds, as well as provide an opportunity for the Arboretum staff to ask questions and get updates on the planned project, construction of these stormwater improvements.

Design and Construction funding is included in the 2026 approved Township Capital Budget and the 2026-2029 5-yr Capital Projects Funding Plan totaling \$400,000, for Phase 2, (including \$205,372 in Commonwealth of PA DCED WRPP Grant funding, along with \$73,033 of Jenkins Arboretum match funding, and \$121,595.00 of Tredyffrin Township GOB/ SWF match funding) covering both design, construction and construction inspection services for the Stormwater Improvements (Bio-infiltration Swale, piping, earthwork, grading, stone, plantings, etc.)

Action: Township staff respectfully requests that the Board of Supervisors Authorize the Township Engineering Department staff to Advertise and Receive Bids for the Gregory Lane (Phase 2) Tredyffrin Township/ Jenkins Arboretum Stormwater Management and Drainage Improvement Project.

RESOLUTION 2026-11

Appendix II – Authorized Official Resolution

Be it RESOLVED, that the TREDYFFRIN TOWNSHIP (Name of Applicant) of CHESTER COUNTY (Name of County) hereby request a Multimodal Transportation Fund grant of \$ 699,300 from the Commonwealth Financing Authority to be used for DESIGN / PLANNING FOR THE VALLEY FORGE RD PEDESTRIAN ENHANCEMENT PROJECT

Be it FURTHER RESOLVED, that the Applicant does hereby designate William Martin (Name and Title) and STEPHEN BURGO (Name and Title) as the official(s) to execute all documents and agreements between the TREDYFFRIN TOWNSHIP (Name of Applicant) and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, _____, duly qualified Secretary of the TREDYFFRIN TOWNSHIP (Name of Applicant), CHESTER COUNTY (Name of County) _____, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the TREDYFFRIN TOWNSHIP BOARD OF SUPERVISORS (Governing Body) at a regular meeting held 4/20/26 (Date) and said Resolution has been recorded in the Minutes of the TREDYFFRIN TOWNSHIP (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the _____ (Applicant),
this ___ day of ___, 20__.

TREDYFFRIN Twp.
Name of Applicant

CHESTER COUNTY
County

[Signature]
Secretary

**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP**

Supervisors
David Miller, Chair
Julie Gosse, Vice-chair
KS Bhaskar
Matthew Holt
Sharon Humble
Carlotta Johnston-Pugh
Murph Wysocki

1100 Duportail Road
Berwyn PA 19312-1079

Phone: 610-644-1400
Fax: 610-993-9186
E-mail: tredyffrin@tredyffrin.org
Website: www.tredyffrin.org

Township Manager
William F. Martin

Township Solicitor
Gawthrop Greenwood PC

May 12, 2026

Mr. Rick Siger, Secretary
PA Department of Community & Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

**Re: Tredyffrin Township Letter of Support/ Commitment:
Application for DCED Multi-Modal Grant for the Valley Forge Road Pedestrian
Enhancement Project**

Dear Rick,

Tredyffrin Township has spent several years working for Transportation and Pedestrian Improvements along the Valley Forge Road corridor. In 2015, the Township completed the Gateway Multi-Modal Study, which identified a number of suggested future projects and potential improvements along this busy corridor, including the pedestrian improvements currently envisioned and included in our 2026 DCED Multi-Modal Grant request. The Township has also worked with Chester County Planning over the years on planning for pedestrian enhancements and overall safety and connectivity for supporting the County's multi-modal efforts. The proposed project will include potential pedestrian enhancements to incorporate connections for SEPTA bus patrons, pedestrians, and even County Trail users on these busy roadway corridors.

In November 2022, the Township obtained a Green Light Go (GLG) Grant for ADA and Traffic Signal Improvements on Valley Forge Road. These improvements were designed, permitted and subsequently installed at various intersections along Valley Forge Rd and Swedesford Rds. This project was completed on-time and under budget, in 2025.

In the fall 2025, the Township applied for a TASA Grant for the Construction portion of the Valley Forge Road Pedestrian Enhancement Project. The Twp. was recently notified, on May 11, 2026, that PADOT awarded the Twp. the TASA Grant with Construction funding. DVRPC provided this project as “highly recommended” prior to the TASA Grant award.

This project will provide much needed enhancements and safety improvements along the Valley Forge Road and Swedesford Road corridors for pedestrians, SEPTA bus, and County Chester Valley Trail (CVT) users. The corridor has connections to the busy residential areas of Chesterbrook, as well as, two (2) local schools (T/E Valley Forge Elementary and Valley Forge Middle School), and key commercial shopping areas, such as the Gateway Shopping Center. It also has the potential for connections to the County’s Chester Valley Trail (CVT). Design and Implementation of these critical pedestrian enhancements will help ensure the safety for all users, including pedestrians along these busy roadway corridors in the Township. The project will help provide alternative options (biking, walking, accessibility to SEPTA bus stops, etc.) versus the standard motor vehicles that dominate along this busy corridor.

The estimated total Phase 1 (Design) project cost as submitted in our grant application is \$699,300. This design effort will include Preliminary/Final Design and PADOT/PADEP Permitting, as necessary, for Valley Forge Rd and Swedesford Rd pedestrian enhancements. It also includes Preliminary Design for an additional section of Valley Forge Rd under SR. 0202 and connection to the Chester Valley Trail (CVT).

PADOT has awarded \$1,333,600 (approx. 100%) of the estimated construction (Phase 2) costs with our 5/11/26 TASA Grant award. If awarded, this DCED Multi-Modal Grant would fund the costs associated with the Design/ Planning (Phase 1) costs of the Project. As per our discussion with Michael Shorr (DCED – Regional Director), the Township would like to request DCED waive the required Municipal match for the Multi-Modal Grant.

The Township, specifically Stephen Burgo, P.E. – Township Engineer, will serve as the Township Project Manager. He will oversee the entire project from overseeing consultant (design/planning/permitting) efforts, advertisement/bidding and construction management of the project (including inspectors, etc.) and our project team, as well as coordinating on the fulfilling requirements of the grants. Mr. Burgo has an extensive history of successfully planning and completing a variety of large dollar and high impact capital infrastructure projects here in Tredyffrin Township. The Township is confident if funded this project will be another successful Township project which will greatly improve pedestrian mobility and safety for our community.

Valley Forge Road Pedestrian Enhancement - Project Partners -	Twp. Project Funding Commitment	Twp. Estimated Design Costs	% TOTAL PROJECT COSTS
PADOT TASA Grant Award (5/11/26) – (Construction – Phase 2)	\$1,333,600		65.6%
DCED Multi-Modal Grant Application – (6/26) – (Pre/Final Design – Phase 1) – VFR (Walker/Gateway) + Swedesford Rd Additional Preliminary Design – VFR Connection to CVT		\$490,300 \$209,000***	24.1% 10.3%
TOTAL PROJECT COSTS	\$1,333,600*	\$699,300**	100%
OVERALL PROEJCT COST (D +C)	\$2,032,900		

*Township budget/capital plan commitment – TASA Grant awarded 5/11/26.

**Township estimated design cost costs – PADOT Multi-Modal Request 6/26.

***Additional Design/Planning for connection of pedestrian enhancements to CVT

The Township would like to express our who-hearted support and commitment to this critical pedestrian enhancement project along Valley Forge Rd and Swedesford Rd. We hope that DCED will strongly consider and fund our Multi-Modal Grant Application for the Design/Planning work associated with this exciting project.

Sincerely,


David Miller, Chair
Township Board of Supervisors

cc: Tredyffrin Township Board of Supervisors (BOS)
Township Engineering Department Project Files
Mr. Stephen Burgo, P.E. – Township Engineer
Mr. William Martin – Township Manager
Mr. Dean Dortone – Township Chief Operating Officer
Mr. Joseph DiRocco – Township Chief Finance Officer
Mr. Michael Shorr – DCED – Regional Director (Bucks, Delaware, Chester, Montgomery and Philadelphia Counties)



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: May 14, 2026
TO: Finance Committee and Board of Supervisors
FROM: Stephen Burgo, P.E. - Township Engineer 
SUBJECT: **BOS NOTICE: Tredyffrin Township has been Awarded \$1,333,600.00 in TASA (Transportation Alternatives Set-Aside) Grant dollars for the Valley Forge Road Pedestrian Enhancement Project – (Phase 2 – Construction).**

Tredyffrin Township Engineering Dept. staff working with Bowman (Twp. Traffic Consultant), with BOS approval, developed and submitted a Transportation Alternatives Set-Aside (Grant) to DVRPC in the Fall of 2025. This Grant application was reviewed by DVRPC and subsequently moved forward to PADOT, their partner in the TASA Grant Program, with a “Highly Recommended for Funding” designation. Subsequently, on May 11, 2026, the Township was notified that PADOT will be awarding the Township 100% of our funding ask in the amount of \$1,333,600.00 for our TASA Grant Application for the Valley Forge Road Pedestrian Improvements (Phase 2 – Construction).

Statewide TASA just announced: <https://www.pa.gov/agencies/penndot/research-planning-and-innovation/transportation-alternatives-set-aside-program#accordion-fa5b392270-item-447be6e138>

CHESTER:

- **Tredyffrin Township — \$1,333,600 to install 1550' of sidewalk along Valley Forge Road and Swedesford Road and provide connections to Valley Forge Middle School, Gateway Shopping Center, and the Chester Valley Trail via Valley Road as part of the Gateway Multimodal Connections project.**

OF NOTE:

- Tredyffrin Township was one of one 70+ recipients receiving TASA funding awarded for the 2025 Grant round.
- **Furthermore, The Township was the one and only TASA Grant awarded in Chester County.**
- **The Township also received 100% of the amount we requested in our Grant Application.**

This is great news and the first of several steps before the Twp. can move forward with this project. The Twp. also requested and was approved by the BOS earlier this year, to work with Bowman for a second grant application. This grant application, for a DCED Multi-Modal Grant, is currently being worked on and will be submitted online prior to the 7/31/26 deadline. The DCED Multi-Modal Grant will be for Phase 1- Design. The Twp. has the ability and is asking DCED to waive the municipal match contribution. If approved the DCED Multi-Modal Grant would be awarded in Dec. '26/Jan. '27, depending on the status of the Commonwealth of PA's budget, and it would be used for the design/permitting portion of the project.

Background:

Tredyffrin Township has spent several years working for Transportation and Pedestrian Improvements along the Valley Forge Road corridor. In 2015, the Township completed the Gateway Multi-Modal Study, which identified a number of suggested future projects and potential improvements along this busy corridor, including the pedestrian improvements currently envisioned and included in our 2026 DCED Multi-Modal Grant request. The Township has also worked with Chester County Planning over the years on planning for pedestrian enhancements and overall safety and connectivity for supporting the County's multi-modal efforts. The proposed project will include potential pedestrian enhancements to incorporate connections for SEPTA bus patrons, pedestrians, and even County Trail users on these busy roadway corridors.

In November 2022, the Township obtained a Green Light Go (GLG) Grant for ADA and Traffic Signal Improvements on Valley Forge Road. These improvements were designed, permitted and subsequently installed at various intersections along Valley Forge Rd and Swedesford Rds. This project was completed on-time and under budget, in 2025.

In the fall 2025, the Township applied for a TASA Grant for the Construction portion of the Valley Forge Road Pedestrian Enhancement Project. The Twp. was recently notified, on May 11, 2026, that PADOT awarded the Twp. the TASA Grant with Construction funding. DVRPC provided this project as "highly recommended" prior to the TASA Grant award.

This project will provide much needed enhancements and safety improvements along the Valley Forge Road and Swedesford Road corridors for pedestrians, SEPTA bus, and County Chester Valley Trail (CVT) users. The corridor has connections to the busy residential areas of Chesterbrook, as well as, two (2) local schools (T/E Valley Forge Elementary and Valley Forge Middle School), and key commercial shopping areas, such as the Gateway Shopping Center. It also has the potential for connections to the County's Chester Valley Trail (CVT). Design and Implementation of these critical pedestrian enhancements will help ensure the safety for all users, including pedestrians along these busy roadway corridors in the Township. The project will help provide alternative options (biking, walking, accessibility to SEPTA bus stops, etc.) versus the standard motor vehicles that dominate along this busy corridor.

The estimated total Phase 1 (Design) project cost as submitted in our grant application is \$699,300. This design effort will include Preliminary/Final Design and PADOT/PADEP Permitting, as necessary, for Valley Forge Rd and Swedesford Rd pedestrian enhancements. It also includes Preliminary Design for an additional section of Valley Forge Rd under SR. 0202 and connection to the Chester Valley Trail (CVT).

PADOT has awarded \$1,333,600 (approx. 100%) of the estimated construction (Phase 2) costs with our 5/11/26 TASA Grant award. If awarded, this DCED Multi-Modal Grant would fund the costs associated with the Design/ Planning (Phase 1) costs of the Project. As per our discussion with Michael Shorr (DCED – Regional Director), the Township would like to request DCED waive the required Municipal match for the Multi-Modal Grant.


Funding received for this TASA Grant will be used in the PHASE 2 – CONSTRUCTION portion of the project for the physical pedestrian enhancements (sidewalks, ramps, signage, pavement marking, etc.). PADOT requires that the process goes through their ECMS bidding process and that all design documents are ready to bid no later than mid-2028, with construction to follow. The Twp. has two items before the BOS this evening for a Letter of Support (LOS) and a Resolution that will be used for another DCED Multit-Modal Grant for PHASE 1 – DESIGN of this project. That grant will be submitted prior to 7/31/26, with awards expected by January 2027. If approved Design and Permitting would begin by the beginning of 2nd Qtr. of 2027, and be completed by mid-2028, ahead of the PADOT TASA advertising/bidding deadline. Construction will occur in late 2028 through late 2029.

Action: NONE



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: May 11, 2026
TO: Finance Committee and Board of Supervisors
FROM: Stephen Burgo, P.E. - Township Engineer 
SUBJECT: Request to Approve Cost Proposal from PJ Reilly Contracting Co., Inc. for Emergency Repairs to the Devon Park Drive (West) Culvert and Stream Stabilization to protect a section of the Twp. Sanitary Sewer Main.

Upon recent inspections Tredyffrin Township Engineering Dept. staff determined that a portion of the existing Devon Park Drive (West) Culvert and associated downstream Stone End Wall Structure were severely deteriorated and in need of Emergency Repair work to stabilize and backfill a large scour and erosion hole above a portion of the culvert pipe, and to address undermining underneath the existing stone end wall structure (See photos below). In addition, an area of severe erosion in the stream channel immediately below the culvert pipe outfall needs stone rip-rap protection. Finally, the Township Public Works Dept. also identified one additional area of streambed/bank downstream of the culvert where there is severe erosion and scour which is threatening to expose an existing Township sanitary sewer main running adjacent to the stream channel.



The identified work is of emergency nature and needs to be addressed promptly prior to any additional degradation from future storm events with high flow in the stream channel impacting these areas. The Twp. was required to obtain a PADEP Emergency Permit (EP) to make repairs to the abovementioned items, since they are all located in the stream, a tributary to Trout Creek (WWF). As the Twp. Engineering Dept. worked on clearing the PNDI, and obtaining the EP, which was issued by PADEP on 4/27/26, Twp. staff (Egr. and PW) worked to obtain three (3) cost proposals from potential contractors to perform these Emergency Culvert and Stream Stabilization Repairs. The following three (3) contractors provided construction estimates for the Emergency Repair work:

• Tommy's Paving and Excavating	→	\$68,198.85
• Ronald Smith, Inc., and	→	\$54,500.00
• PJ Reilly Contracting, Co., Inc.	→	\$24,370.00

On 5/1/26, the Township received a Cost Estimate in the amount of \$24,3700 from PJ Reilly Contracting Co., Inc., which was the lowest estimate for the repair work needed. Their estimate

includes culvert stabilization and backfill to address the scour and erosion hole, as well as rip-rap stream protection at the outfall, sanitary sewer line stream protection, and erosion and sediment controls.

If the BOS authorizes these Emergency Repairs work will begin as soon as possible. Work is anticipated to take a maximum of 1-2 weeks, weather dependent. Contractor will make necessary PA One Call notifications, to identify utilities within the work zone, and Township will coordinate with PECO (the adjoining property owner). Tredyffrin Twp. staff have already had a field meeting with PECO staff on 4/30/26 to review the necessary repairs and necessary setbacks from the overhead PECO utility lines.

Funding would be split with \$3,630.00 (sanitary sewer main protection work) being funded by SUF funds, while \$20,740.00 (stream culvert repairs/stabilization work) being funded by the R&M – Bridges/Roads Line Item in the approved '26 Engineering Dept. Budget or from the Emergency Repairs Line Item in the approved '26 Stormwater Budget.

Action: Township staff respectfully request that the Board of Supervisors approve the PJ Reilly Contracting Co., Inc. (Contractor) Cost Estimate, dated 5/1/26, for Emergency Repairs to the Devon Park Drive (West) Culvert and Stream Protection for the Twp. Sanitary Sewer Main along Trout Creek in the amount of \$24,370.00.



P.J. REILLY
CONTRACTING CO., INC.

P.J. Reilly Contracting Company, Inc.
P.O. Box 620
Uwchland, PA 19480
PH: 610-458-3140
FX: 610-458-3144

Job Name:	Devon Park Dr Culvert - BUDGET
Client:	Tredyffrin Township
Site Address:	400 Devon Park Dr Wayne, PA 19087
Attn:	Darin Fitzgerald Stephen Burgo
Estimate Number:	
Estimator:	Philip Reilly III
Date of Budget:	4/10/2026
Revised:	5/1/2026
Site Visit With:	Darin Fitzgerald, Stephen Burgo
Date:	4/22/2024

REV BASE BUDGET

Item Description	Quan.	un.		SUBTOTALS
DEVON PARK DR CULVERT STABILIZATION				
<u>CULVERT STABILIZATION + PLUNGE POOL RIP RAP</u>				
MOBILIZE TO SITE	1	LS		
EROSION CONTROL - N/A	1	LS		
DE-WATER EXIST PLUNGE POOL	1	LS		
CLEANUP, REMOVE & DISPOSE LOOSE MATERIAL BELOW CULVERT	1	LS		
BUILD FORMWORK BELOW CULVERT BASE & STABILIZE	1	LS		
POUR CONCRETE SUPPORT BASE BELOW CULVERT	2	CY		
TRAFFIC CONTROL, DEVON PARK DR (DURING POUR)	1	LS		
STRIP FORMWORK & DISPOSE OFF SITE	1	LS		
CLEANUP & ROUGH GRADE NEW PLUNGE POOL SUBBAS	1	LS		
R6 RIP RAP & STABILIZATION FABRIC BASE	2	LD		
IMPORT FILL TO COVER TOP OF CULVERT	1	LD		
BACKFILL EXPOSED CULVERT TOP	1	LS		
DRESS TOP w/ TOPSOIL	1	LS		
SEED & STRAW CULVERT TOP & DISTURBED AREAS	5,000	SF		
			\$	18,340.00
<u>ADD / ALT CLEANUP CHANNEL ABOVE SANITARY LINE</u>				
<i>SCOPE: ADD / ALT TO CLEAN UP PILED MATERIAL SOUTH OF PLUNGE POOL IN TREDYFFRIN TWP SANITARY ROW. REGRADE STORM CHANNEL & PROMOTE BETTER DOWNSTREAM FLOW. PLACE EXCAVATED MATERIAL ALONG ERODED CHANNEL SLOPE. STABILIZE SLOPES w/ SEED & MATTING</i>				
EXCAVATE PILED MATERIAL NORTH OF PLUNGE POOL	1	LS		
REGRADE STORM CHANNEL	1	LS		
FILL IN ERODED CHANNEL SLOPE	1	LS		
SEED & MAT DISTURBED CHANNEL SLOPES	1,500	SF		
RIPRAP SLOPE STABILIZATION - EXCLUDED	0	TN		
			\$	3,630.00
<u>ADD / ALT CHANNEL SILT SOCK INSTALL</u>				
12" SILT SOCK ALONG CHANNEL (EXACT SILT SOCK INSTALL LIMITS TO BE REVIEW w/ TREDYFFRIN TWP)	300	LF		
			\$	2,400.00
SCOPE PER ON SITE REVIEW w/ TREDYFFRIN TWP REPRESENTATIVES ON 4/7/2026.				
CONCRETE ENCASMENT OF THE EXISTING CULVERT IS EXCLUDED.				
MAINTENANCE OR WATERING OF SEEDED & STABILIZED ARES IS EXCLUDED.				
THIRD PARTY INSPECTION OF WORK IS EXCLUDED.				
ROCK REMOVAL OR BOULDER EXCAVATION IS EXCLUDED.				
GEOTECHNICAL INSPECTION AND/OR TESTING OF TRENCH BACKFILL BY OTHERS.				



P.J. REILLY
CONTRACTING CO., INC.

P.J. Reilly Contracting Company, Inc.
P.O. Box 620
Uwchland, PA 19480
PH: 610-458-3140
FX: 610-458-3144

Item Description	Quan.	un.	SUBTOTALS
OVER-EXCAVATION OF EXISTING FILL OR UNSUITABLE SUBSOIL IS NOT INCLUDED.			
SINKHOLE REPAIR, TRASH OR DEBRIS EXCAVATION OR REMOVALS IS EXCLUDED.			
*ANY SINKHOLE REPAIRS REQUIRED WILL BE DIRECTED BY A GEOTECHNICAL ENGINEER ON-SITE, INVOICED PER T&M RATES AND WILL NOT BE GAURANTEED.			
 DAMAGE OR REWORK DUE TO SIGNIFICANT WEATHER EVENT IS EXCLUDED.			
PRICING IS GOOD FOR 30 DAYS.			
<hr/> <hr/>			
BUDGET TOTAL:		\$	24,370.00

PJ REILLY CONTRACTING CO. INC.

Philip J Reilly III, PE

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT is entered into by and between the TOWNSHIP OF TREDYFFRIN, a Pennsylvania township governed by a home rule charter with its address at 1100 DuPortail Road, Berwyn, Pennsylvania 19312 (hereinafter referred to as the "Township") and the Developer, as more fully described below (hereinafter referred to as the "Developer"):

Name: Devon Donuts LLC
Street Address 1: 891 Lancaster Avenue
Street Address 2: _____
City, State, Zip: Devon, PA 19333
Contact Person: Pinank Patel
Telephone: (215) 622-4570
Facsimile: _____
E-mail: pinank@sigma-hospitality.com

BACKGROUND

A. Pursuant to the Tredyffrin Township Subdivision and Land Development Ordinance, Chapter 181 of the Code of the Township of Tredyffrin, §§181-1 et seq. (the "SALDO"), the Developer has applied for approval of a subdivision and/or land development plan for Devon Donuts LLC - Proposed Dunkin' Drive Thru, prepared by MG Engineering Associates LLC, dated Feb 28, 2024 last revised Oct. 23, 2024, and consisting of 9 sheets; which received final approval by formal action of the Tredyffrin Township [Board of Supervisors] [Planning Commission] on Nov. 21, 2024, 20__. A copy of the decision of the [Board] [Planning Commission] is attached as Exhibit "A" hereto and incorporated herein by reference.

B. The Developer desires to obtain permits for the construction of buildings and other improvements as shown on the Plan (the "Improvements") and, where applicable, to offer a portion of the Improvements to the Township for dedication upon completion (hereinafter referred to as the "Dedicated Improvements"). The Improvements made the subject of this Agreement and made the subject of the financial security posted by the Developer in compliance with §181-34 of the SALDO and §509 of the Pennsylvania Municipalities Planning Code (the "MPC") are as set forth in Exhibit "A" to a Financial Security Agreement executed contemporaneously herewith.

NOW THEREFORE, for good and legal consideration, the sufficiency and receipt of which is acknowledged, intending to be legally bound, the parties agree as follows:

1. Incorporation. Background paragraphs A and B are incorporated herein as if more fully set forth below.

2. Definitions; Interpretation.

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

- (1) "Completion Date" shall mean the date specified in Section 3.e of this Agreement on or before which the Improvements shall be completed.
- (2) "Financial Institution" shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.
- (3) "Financial Security" shall mean the financial security provided for under and in accordance with the provisions of Section 9 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.
- (4) "Financial Security Agreement" shall mean that certain Financial Security Agreement dated _____, by and between Township and Developer, which agreement is attached hereto and made a part hereof as Exhibit "B."
- (5) "Improvements" shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and landscaping, and/or other improvements or common amenities required by this Agreement and any applicable ordinances or regulations.
- (6) "Plans" shall mean that certain subdivision and/or land development plan for Devon Donuts LLC, prepared by MG Engineering Associates LLC, dated 2/28/24, last revised 10/23/24, and consisting of 9 sheets; which received final approval by formal action of the Tredyffrin Township [Board of Supervisors] [Planning Commission] on November 21, 2024.

- (7) "MPC" shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. §10101 et seq., as restated and amended, as the same now exists and hereafter may be further amended.
- (8) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.
- (9) "Subdivision and Land Development Ordinance" shall mean the Subdivision and Land Development Ordinance of the Township as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.
- (10) "Subject Land Development" shall mean the proposed subdivision and land development of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and /or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.
- (11) "Township Engineer" shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township and/or engaged by the Township as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance or the MPC, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance or MPC.

3. Improvements to be Constructed by Developer.

a. Developer will construct, or cause to be constructed, at its own expense and without any expense or cost whatsoever to Township in substantial conformity with the Plan and the Township's requirements and specifications as modified by the Plan approval, all Improvements as shown on the Plan; and as set forth in Exhibit "A" to the Financial Security Agreement. Improvements shall be completed in a good and workmanlike manner, whether noted on the Plans or not, in full and strict accordance with and pursuant

to the following: (i) the Subdivision and Land Development Ordinance, the Zoning Ordinance, and Stormwater Management Ordinance; (ii) the Plans; (iii) the provisions of this Agreement; (iv) PA DEP and PennDOT regulations; (v) all applicable requirements of electric, telephone and other utility companies having jurisdiction; (vi) all other applicable laws, statutes, ordinances, resolutions, rules and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction; and (vii) specifications established by the Township Engineer. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions which impose the greater or greatest, as the case may be, restrictions upon the Developer shall prevail and control.

b. There shall be no revision or change to the Plans, as approved, or to any construction detail, requirement, specification or standard therein or required by any Township ordinance (collectively the "Specifications"), unless the [Board of Supervisors] [Planning Commission] first approves such change, except as otherwise provided herein.

- (1) Developer shall submit any proposed changes in the approved Plans or any Specifications to the Township Engineer with such drawings, plans and written explanations as shall be required by the Township Engineer for adequate review of the proposed change. All such changes shall be reviewed by and bear the stamp of Developer's engineer.
- (2) The Township Engineer may, without approval of the [Board of Supervisors] [Planning Commission], authorize Developer to change construction details, including but not limited to the as-built location of storm water easements, which do not alter either a standard required by any applicable regulations or a condition of final plan approval and which do not make any substantial changes in the final Plans as approved.
- (3) All changes directly affecting lots or property not owned by Developer must be approved by the owner(s) of those lots or property.
- (4) The Township Engineer shall review any change proposed by Developer and shall provide the Township with an analysis of the change and make a recommendation for action, except that any change of a construction detail which the Township Engineer is permitted to authorize hereunder need not be submitted to the [Board of Supervisors] [Planning Commission] for approval. Developer shall not cause any work to be done pursuant to a change in the Plans or Specifications, except a change in a construction detail which the Township Engineer authorizes hereunder, until the [Board of Supervisors] [Planning Commission] has first approved the change.

(5) If the Township approves a change in the Plans or Specifications, then Developer agrees to enter into any additional formal agreements with the Township necessary to bring such changes within the scope of this Agreement as deemed necessary. No construction or other work shall be done, pursuant to any change in Plans or Specifications, until such changes are incorporated into this Agreement and Developer provides satisfactory Financial Security, which complies with §509 of the MPC and is acceptable to the Township, to guarantee any additional construction costs for additional improvements.

c. A final inspection of all Improvements upon completion of the Improvements shall be made by the Township Engineer. Said final inspection shall be requested in writing by Developer upon completion of said Improvements.

d. Prior to the issuance of use and occupancy permits for dwelling units and non-dwelling units served by any Improvements, whether or not said Improvements are to be dedicated, the Township Engineer shall inspect and certify in writing the substantial completion of all such Improvements. Provided, however, Developer may be issued said permits if final grading, raking and seeding, and wearing course of paving are incomplete due to weather conditions or scheduling. Substantial completion shall mean that Improvements are completed in a good and workmanlike manner and functional but shall not include final paving (that is, installation of the wearing asphalt course).

e. All Improvements whether or not the same are to be dedicated to the Township shall be completed within one year of the date of this Developer Agreement, with the exception of final paving which may be completed subsequently, but prior to dedication to the Township. If the Developer requires more than one year from the date of posting of the financial security to complete the required Improvements, the amount of financial security shall be increased by an additional ten (10%) percent for each succeeding year beyond the first posting date of financial security or to an amount not exceeding one hundred ten (110%) percent of the cost of completing the required Improvements as reestablished on or about the expiration of the preceding one year period. In the event the Developer does not complete the required Improvements (with the exception of final paving which may be completed subsequently, but prior to dedication to the Township) within the one year period, the Township shall have the right, but not the obligation, to withdraw the required funds from the financial security posted with the Financial Security Agreement and complete the Improvements, upon sixty (60) days written notice to the Developer during which time Developer shall first have the right to complete said Improvements. Upon written request of Developer and approval of the Township, which approval shall not be unreasonably withheld, said completion date may be extended from time to time, provided that (i) Developer's written request is received by the Township not less than sixty (60) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to

a date occurring at least ninety (90) days after the extended completion date. Such times shall be of the essence.

4. Conditions to be Met Prior to Commencing Construction of Improvements.

- a. No Improvements referred to herein, in connection with this project, shall be commenced until:
- (1) The Plan has been recorded according to law;
 - (2) This Agreement is duly executed in accordance with §188-33 of the SALDO;
 - (3) The Financial Security Agreement is executed and funded in accordance with its terms;
 - (4) A storm water management facilities maintenance agreement as required has been recorded according to law against the subject property of the Plan;
 - (5) An agreement regarding any street(s) not to be offered for dedication to public use is duly executed as required by §188-33.D of the SALDO;
 - (6) All fees required by any Ordinance, Resolution or Regulation of Township are paid including the payment of costs, legal and engineering expenses incurred by the Township for the review of plans, preparation of this Agreement, the Financial Security Agreement, resolutions and other papers reviewed or prepared pursuant to this Agreement;
 - (7) Developer has furnished the required insurance certificates to the Township;
 - (8) All variances or other zoning approvals needed in order to develop the Subject Property as shown on the Plans have been obtained and are still in effect and have not expired and all applicable requirements of the Township's ordinances, resolutions and regulations have been met;
 - (9) Copies of permits, certified as true and correct and in full force and effect by the Developer, issued by all other agencies having jurisdiction of the development or any aspect thereof, including but not limited to a highway occupancy permit from PennDOT and permit from PA DEP, have been provided to the Township. Said copies are subject to verification of genuineness and effectiveness

by the Township Engineer. Before connecting any new storm sewers to existing sewer or drainage systems, Developer shall obtain all necessary approvals and permits from the Township and the Commonwealth of Pennsylvania, and Developer shall provide proof of such State approvals and permits to the Township Engineer; and

(10) Developer has complied, to the reasonable satisfaction of the Township Engineer, with the requirements set forth in any Township Engineer's report or review letters relating to the development.

b. Upon compliance with the previous Paragraph 4.a hereof, Developer may obtain Building Permits for buildings and Improvements within the aforesaid Project.

c. The Township may revoke any Building Permits for buildings and Improvements within the aforesaid Project for the Developer's failure to meet its obligations under Paragraph 5 below.

5. Obligations of Developer During Period of Construction.

a. It shall be the obligation of Developer to arrange in advance with the Township Engineer for inspection of the work as the work progresses, and the cost of such inspection shall be paid by Developer.

b. Within five (5) days after each Improvement is completed, Developer, by written notice in accordance with the provisions hereof, shall ask the Township Engineer to conduct a final inspection of the Improvement. The Township Engineer, exercising reasonable judgment, will determine if the Improvement complies with the requirements hereof and with all applicable standards.

c. Developer agrees that if any materials used or any work done in the construction of the Improvements or in otherwise implementing the Plans shall be reasonably rejected or disapproved by the Township Engineer as defective or as not in compliance with the provision hereof or with any applicable standards, or if the work is done without prior inspection when prior inspection is required hereunder or is necessary to determine compliance with the Plans, Specifications, applicable regulations, or this Agreement, then, if such action is requested by the Township or Township Engineer, said materials and/or work shall be removed and replaced with other approved materials and/or the work shall be done anew, at the sole cost and expense of Developer and subject to inspection by the Township Engineer to determine compliance. Any work covered without an inspection when an inspection is required hereunder shall be uncovered at Developer's expense to permit the Township Engineer to make the inspection if the Township Engineer requests that such action be taken. Developer agrees that the Township Engineer is authorized to require the removal and replacement of any work and/or materials which are not completed in accordance with this Agreement and all applicable standards.

d. All culverts, storm sewers and underdrains, manholes, paving, curbing, setting of monuments and other Improvements are subject to inspection by the Township Engineer. At least five (5) days prior to the commencement of each Improvement, Developer shall notify the Township Engineer. Developer shall also notify the Township Engineer at least two (2) days prior to the date when Developer or its contractor or any subcontractor lays the stone base course for any road or street or any section thereof. Developer shall also notify the Township Engineer at least two (2) days prior to commencing each separate paving operation or Improvement and the Township Engineer shall inspect the materials and workmanship used on each such operation.

e. In the event the Township Engineer shall find that the provisions for drainage of the site, as designed by Developer, are inadequate and require revisions, or if the drainage facilities and storm water runoff facilities otherwise prove to be inadequate to protect existing highways, streets and roads or adjoining private or public areas from excess drainage, flooding or silting either because the Plans are inadequate or because of an improper method of development, Developer shall install such additional drainage work or make such corrections as are deemed necessary by Township Engineer.

f. It shall be the obligation of Developer to arrange, in advance, with the Township Engineer for inspection of work as the work progresses. Developer agrees that the Township's personnel shall have reasonable access to the Subject Property at all times.

g. Developer shall bear the cost of and shall reimburse the Township for the cost of all inspections by the Township Engineer and/or the Township Code Enforcement Officer.

h. Developer shall bear the cost and expense of any relocation, removal or reconstruction of Improvements.

i. Developer agrees to erect, at its expense, all required street lights, street trees, fire hydrants, if any, shown on the Plans, as amended.

j. During the course of construction of the Improvements, Developer will be responsible for proper removal and disposal of all construction debris and waste materials, such as paper, cartons and the like, from the Subject Property and surrounding areas, whether discarded by it or others employed by it or by persons engaged in the delivery of materials to and/or construction within the Subject Property and/or any other activity pursuant to the Plans. Developer agrees to prevent such waste materials from being buried or burned on the site or deposited, thrown or blown, upon any property adjacent to or within the vicinity of the Subject Property.

k. Developer agrees to provide dumpsters on the site in the size and number as reasonably required by the Township Engineer and/or the Township Code Enforcement Officer.

l. If Developer fails to remove any construction debris or waste materials, including rubbish, cartons and discarded materials, generated by or because of Developer's

activities, from the Subject Property or from surrounding areas within 72 hours after Developer received written notice from the Township to do so, or immediately if such debris or materials are causing a traffic hazard or other danger to the public health, safety and welfare, then the Township shall have the right but not the obligation to remove said waste materials and to draw, from the Security Deposit created under Section 4.a(3) hereof, the sums necessary to pay to parties who complete such work or to reimburse the Township for the costs of cleaning up the Subject Property and surrounding areas. The Township's exercise of its rights to remove waste materials pursuant to this paragraph shall not obligate the Township to do so in the future.

m. Developer agrees that it will obtain use and occupancy permits or certificates for each building prior to any occupancy.

n. Developer agrees to be responsible for work at the site and to:

- (1) reasonably restrict the noise from workmen;
- (2) cease all work on the site by 8:00 PM on Monday to Friday and by 5:00 PM on weekends, except in cases of emergency or exceptional cases; and
- (3) not to begin work prior to 7:00 AM on Monday through Friday and 8:00 AM on weekends, except in cases of emergency or exceptional cases.

o. Developer agrees to commence construction of the Improvements within 90 days of the date of this Agreement.

p. Developer agrees to maintain traffic diversion and control devices in accordance with the latest requirements of the Pennsylvania Department of Transportation.

q. With respect to any undedicated portion of the internal road system, Developer shall be responsible for all snow removal, street cleaning and similar maintenance. The Township has the right but not the obligation, upon providing Developer with advance notice, to plow and/or remove snow or ice on said undedicated roads. All costs incurred by the Township for the removal of said snow and ice shall be paid by the Developer and upon the Developer's failure to pay, the Township may use funds held as financial security under the Financial Security Agreement. The Developer shall be responsible for ensuring that all undedicated drainage facilities and storm water management structures are maintained and operating properly. Where drainage facilities and storm water management structures are designed to be permanently installed on any lot, the Developer shall include said facilities as covenants running with the land whenever said lot is conveyed out of the Developer's title.

r. During the course of construction of the Improvements and the construction of improvements (those not covered by funds which Developer has posted with Township) on the individual residential building lots, Developer is required to establish and maintain temporary erosion and sedimentation controls ("E&S Controls") and stormwater management facilities which

are shown on the Plans. Part of the funds which Developer has posted with the Township includes an estimated cost to establish and maintain such E&S Controls and stormwater management facilities. In the event Developer fails to establish or maintain the E&S Controls or stormwater management facilities in accordance with the Plan, the Township shall provide Developer with written notice of violation and a five (5) day period to cure, except in the event of an emergency where a lesser time may be imposed. If Developer fails to cure the default within five (5) days, or such lesser applicable time in the event of an emergency, the Township is hereby authorized to establish the necessary E&S Controls and/or stormwater management facilities and use the funds as necessary to pay for the Township costs, including, but not limited to, engineering, legal and actual administrative costs. The Developer shall be required to restore any expended portion of the funds set aside for E&S Controls and/or stormwater management facilities to the agreed upon amount, as set forth on the attached schedule. In the event the Developer fails to cure a violation within the prescribed time frame or violates any other aspect of this Agreement, the Developer acknowledges that the Township shall not be required to issue any building or occupancy permits for the entire development and a cease and desist order for all or a portion of the entire development may be issued by the Township in the discretion of the Township until the violation is cured or the security restored. In instances where the Developer "willfully neglects" to cure the E&S Controls and/or stormwater management facilities default following the expiration of period for cure contained in the notice from the Township, the Township shall have the right to impose a fine of Five Hundred Dollars (\$500) per day. For purposes of this paragraph, "willful neglect" shall mean that Developer fails to respond to two (2) or more notices of violation from the Township, not necessarily from the same lot. If Developer disputes that it willfully neglected to install the necessary E&S Controls and/or stormwater management facilities, Developer has the right to contest the imposition of the fine by appealing the same to the Chester County Court of Common Pleas. The parties at any time may submit any dispute which arises hereunder to mediation.

s. If Developer conveys title to the entire tract depicted on the Plan after execution of this Agreement, the terms of this Agreement shall bind all subsequent Grantees, and Developer hereby agrees to cause all of said terms to be incorporated in any deed of conveyance therefor. If Developer should violate any of the terms hereof at any time, Developer agrees that the Township, upon ten (10) days prior written notice (with a right to cure by Developer within said ten (10) day period), may enforce the same by injunction proceedings in addition to any other appropriate legal action.

6. Indemnification.

a. Developer hereby agrees to indemnify and save harmless Township, its officials, officers, employees and agents, of, from and against any liability, claim, suit or demand of whatever nature or kind, whether founded or unfounded, arising from, out of or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all cost, fees and expenses (including, but not limited to, attorney's fees and costs and expert witness fees and costs) as may be incurred by Township in connection with any such liability, claim, suit or demand.

b. The indemnification, save harmless and defense provisions of Subsection 6.a shall not apply to any claims, suits or demands arising from, out of or related to the repair and/or maintenance of (or the failure to repair and/or maintain) any Improvements, the dedication (or other transfer or assignment) of which has been offered to and accepted by Township, which repair and/or maintenance (or the failure thereof) occurs in whole after the time when Township's acceptance of the offer of dedication becomes final and effective.

c. Developer shall, at all times, hold Township harmless of any claims or suits, which any adjoining or neighboring property owners may bring on account of any conditions occurring on adjacent property, caused or alleged to be caused by conditions arising from the development of Developer's tract, such conditions including, but not limited to, drainage, storm water, mud, dirt, or dust.

d. Developer agrees that it will comply fully with all Township Ordinances, Resolutions and Regulations in regard to the inspection of buildings and other Improvements during the period of construction, including obtaining the required signatures of the inspectors on the placard(s) issued to the Developer. Developer agrees that it will obtain use and occupancy permits for all dwelling units and non-dwelling units prior to allowing said occupants to assume possession of the same. Developer further agrees that, in the event that Developer fails to comply with the provisions of this Agreement, Township may, upon ten (10) days written notice with a right to cure by Developer within said ten (10) day period, refuse to issue any additional building or occupancy or other permits and Developer will cease all construction within the Project until the Township requirements are met and that the Township may, additionally, avail itself of any other remedies allowed by law.

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e. The Developer shall carry or cause to be carried the following forms of insurance, applying to all operations undertaken by it, its agents, employees, contractors and sub-contractors. Developer shall cause Township to be designated as an "additional insured" under Contractor's Public Liability coverage as herein stated.

FORM	MINIMUM RATES
1. Workers' Compensation	Statutory -- if statutory payment is limited, excess medical protection for \$10,000 limit is required
2. Contractor's Public Liability	\$1,000,000/\$2,000,000
3. Contractor's Property Damage Liability including explosion, collapse hazard and underground damage hazard	\$1,000,000/\$2,000,000
4. (XCU coverage if blasting required)	\$2,000,000 aggregate
5. Principal or Owner's protection for: Bodily Injury Property Damage	\$1,000,000/\$2,000,000 \$ 500,000/\$1,000,000
6. If subcontractors are employed Contractor's Contingent Liability Protection: Bodily Injury Property Damage	\$1,000,000/\$2,000,000 \$ 500,000/\$1,000,000
7. Builder's Risk - Providing protection against the minimum perils of fire, extended coverage, vandalism and malicious mischief, in the name of Owner, the contractor, sub-contractor, and the Trustee as their respective interests may appear	100% of suitable value of structures and materials

f. Before commencing construction or installation of the aforesaid improvements, the Developer shall file with Township, a Certificate of Insurance or copies of the insurance policy signed by the proper officials of the insurance companies or other authorized representative. Construction will not be permitted until the aforesaid Certificates of Insurance are provided as required by this Agreement.

7. Guaranty of Completion of Improvements.

a. Developer shall complete all site Improvements in accordance with final approval of the Plans. Developer shall present to the Township an as-built plan ("as-built lot plan") as a condition precedent to the issuance of a use and occupancy permit.

b. Said as-built lot plan shall be prepared by a registered professional land surveyor and certified by a registered professional engineer that the individual lot is in full conformance with the approved Plans and shall be subject to the review and approval by the Township Engineer.

c. In the event that the lot depicted in the as-built lot plan does not comply with the approved Plans, the registered professional engineer shall identify any specifications that are not conforming therewith. The failure to present a certified as-built lot plan that conforms in all respects with the approved Plans shall render the Developer in default of the approved Plans and this Agreement. Said default may result in the Township's denial of a use and occupancy permit for the lot(s), in addition to any and all legal and equitable remedies available that may be available to the Township.

d. Developer shall bind its heirs, successors and assigns to the requirements of this Section.

e. This requirement shall be in addition to all other as-built plan submissions that may be set forth in the Subdivision and Land Development Ordinance.

8. Dedication.

a. When the installation of the Dedicated Improvements described herein above have been fully completed and approved by the Township Engineer in accordance with the Pennsylvania Municipalities Planning Code and applicable Ordinances of the Township, Developer shall tender to the Township the following:

- (1) Deeds of Dedication, in customary form satisfactory to the Township Solicitor dedicating said public Improvements to the Township including but not limited to a legal description of the Improvements to be dedicated and not located within a public right-of-way and accompanying plans with metes and bounds delineated (including, without limitation, stormwater management facilities);
- (2) A certificate of title insurance or other proof of clear title satisfactory to the Township Solicitor; and
- (3) Maintenance security in customary form satisfactory to the Township Solicitor in the amount of fifteen (15%) percent of the cost of the Improvements to be dedicated for a period of eighteen

(18) months from the date of acceptance of dedication by the Township.

- b. Prior to acceptance of dedication, the following must occur:
- (1) Township shall have received from Developer all sums due and owing as security deposits, reimbursements or otherwise under the provisions of this Agreement.
 - (2) All documents required by Paragraph 8.a. herein above shall have been prepared, executed and delivered to the Township in a form approved by the Township Solicitor.
 - (3) All Improvements, whether or not the same are to be dedicated to the Township, shall have been fully completed and approved by the Township Engineer and Township Manager.
 - (4) Satisfaction of or other compliance with all terms, conditions and requirements under and by which the [Board of Supervisors] [Planning Commission] of Township granted final plan approval of the Land Development.

9. Financial Security for Construction of Improvements.

a. The Financial Security Agreement referred to in Paragraph 4 hereof shall provide for posting of financial security with the Township to guarantee the performance of this Agreement and the installation of all Improvements whether or not they are to be dedicated, together with all administrative and inspection costs incurred by the Township. The financial institution, amount and form of the financial security must be satisfactory to the Township.

10. Transfer of Ownership.

a. No transfer of ownership of the subject property or any portion thereof shall in any way relieve Developer of responsibility for completion of the Improvements in accordance with the terms of this Agreement nor affect in any way the rights of Township under the Financial Security Agreement executed contemporaneously herewith; Developer's heirs, administrators, successors and assigns shall be bound by the provisions of this Paragraph and the terms of this Agreement in the event all, but not less than all, of the subject property is conveyed by Developer after final approval of the Plan.

b. Developer, for itself, its successors and assigns, by execution of this Agreement, does agree with Township, its successors and assigns, that the obligations undertaken herein by Developer shall be covenants running with the land and that in any deed of conveyance of all, but not less than all, of the said property to any person or persons, said obligations shall be incorporated by reference to this Agreement as fully as the same are contained herein.

11. Notices.

a. Developer's present address is as set forth on page one of this Agreement. Developer promises to notify the Township, in writing by certified mail, of any change in this address. Developer agrees that notice of any kind or nature, relating to this Agreement or Township ordinances applicable to the Subject Property or its development, mailed to Developer at the above address, or any new address that Developer has given the Township notice of pursuant to this paragraph, shall be valid and effective for all purposes.

b. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

c. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified U.S. mail, postage prepared, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the U.S. mails.

12. Miscellaneous.

a. Waiver. Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective against Township, unless it is in writing signed by a duly authorized representative of the Township.

b. Assignment; Delegation. Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations or liabilities hereunder without the express written consent of Township. Any such assignment or delegation without such consent shall be void.

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges and/or remedies as may be now or hereafter available to Township under the Subdivision and Land Development Ordinance and/or the MPC and/or otherwise at law or in equity.

d. Headings. The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement shall be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

f. No Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the signatories hereto. Neither contractors of the Developer, nor owners of lots within or adjoining the Subject Property, shall be considered beneficiaries of this Agreement and, accordingly, shall have no rights hereunder, *inter alia* and without limitation, for the completion or maintenance of any Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

g. Binding Effect. Subject to Subsection b. above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made a part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

i. Governing Law & Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws and principles. All claims arising from this Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the U.S. District Court for the Eastern District of Pennsylvania.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers, each intending to be legally bound hereby.

DEVELOPER:

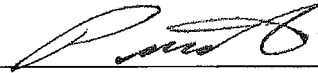
Devon Donuts LLC

Attest



Secretary

By:



Pinank Patel, President

Authorized Signatory

BOARD OF SUPERVISORS OF
TREDYFFRIN TOWNSHIP

Witness:

By: _____

, Chairman

Attest _____

Township Manager

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF CHESTER :

On this, the ____ day of _____, 20__, before me, a Notary Public, the undersigned officer, personally appeared, _____ who acknowledged himself/herself to be the Chairman of the Board of Supervisors of the **TOWNSHIP OF TREDYFFRIN**, a body corporate and politic, and that he/she as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself/herself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF Bucks :

On this, the 19th day of March, 2021 before me, a Notary Public, the undersigned officer, personally appeared, Pinaru Patel who acknowledged himself/herself to be the Authorized Signatory of Dexion Donuts Inc, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as Pinaru Patel

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC

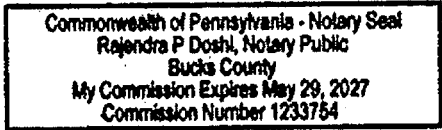


EXHIBIT "A"

Final Plan Approval

BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP

Supervisors:
David Miller, *Chairman*
Julie Gosse, *Vice-Chair*
K.S. Bhaskar
Matthew Holt
Sharon Humble
Carlotta Johnston-Pugh
Murph Wysocki

CHESTER COUNTY
1100 DuPortail Road
Berwyn, PA 19312-1079

(610) 644-1400 FAX (610) 993-9186
Email: tredyffrin@tredyffrin.org
Website: www.tredyffrin.org

William Martin
Township Manager

Gawthrop Greenwood PC
Township Solicitor

December 4, 2024

David Shafkowitz, ESQ
Shafkowitz Law Group, PC
350 South Main Street, Suite 308
Doylestown, PA 18901

Re: 891 Lancaster Ave (Devon Donuts) – Preliminary/Final Land Development Plan Approval

Dear Mr. Shafkowitz:

This is to confirm that the Tredyffrin Township Planning Commission, at its public meeting held on November 21st, 2024, voted to grant preliminary/final land development approval of the 891 Lancaster Avenue (Devon Donuts) Land Development Plan for the property located at 891 Lancaster Avenue, Devon, PA 19333, in accordance with the Land Development Plans ("Plan") prepared by MG Engineering Associates, LLC. dated February 28, 2024 and last revised October 23, 2024 as detailed below.

The following variances and conditions were granted by the Zoning Hearing Board during the August 24, 2024, meeting:

1. §208-104.0(1) a dimensional variance to permit the stacking area to have 195 feet of stacking area where 240 feet is required, with 105 feet and 90 feet of stacking for each of the position.
2. §208-104.0(2) a dimensional variance to permit one to two feet of landscape area, where the retaining wall is closest to the bypass lane.
3. A condition that the Applicant will work with the Township to identify landscaping or art features acceptable to the Township, to be utilized in place of the 10-foot of landscaped area where the 10-foot requirement cannot be met
4. A condition that during the highway occupancy permit process, if PennDOT will permit the restriction of left-turn-out movements for the eastern access to the Property, the Applicant will restrict the left-turn out movements. *This condition is pending an appeal by the applicant*

The following waivers and conditions were granted by the Planning Commission during the November 21, 2024, meeting:

1. §181-14.A – Submission of final subdivision plan – Waiver to permit Preliminary and final land development plans at the same time.

See the following page for continuation of the letter

2. §181-41.A(2)(b) – A condition that the applicant must add a compliance chart on the landscape plan which shows a comparison of the landscape requirements of this chapter and the number of planting materials to be provided to satisfy each requirement.
3. Please provide the complete Zoning Hearing Board decision and order on the final plan set that is to be recorded.
4. Please provide 8 full-size signed, notarized, and folded copies of the final plan sheets to be recorded.
5. Please submit, as applicable, a Land Development Agreement, a Financial Security Agreement/Escrow Agreement, a Stormwater Management Operation and Maintenance Agreement prior to final plan recordation; and
6. Any required third-party governmental agency permits pertaining to the site work shown on the final plans must be obtained prior to the start of any work.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin McPherson". The signature is fluid and cursive, with the first name "Erin" written in a larger, more prominent script than the last name "McPherson".

Erin McPherson, BCO, CZO
Director of Planning & Zoning

EXHIBIT "B"

Financial Security Agreement

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

FINANCIAL SECURITY AGREEMENT – LETTER OF CREDIT

THIS FINANCIAL SECURITY AGREEMENT (the "Financial Security Agreement") is entered into this _____ day of _____, 20____, by and between Devon Donuts LLC, with a physical street address at 891 Lancaster Ave. Devon, PA 19333 ("Developer"), and the TOWNSHIP OF TREDYFFRIN, a Pennsylvania township governed by a home rule charter, with an address of 1100 DuPortail Road, Berwyn, Pennsylvania 19312 ("Township").

BACKGROUND

A. Developer contemplates construction of internal streets, sidewalks, curbs, drainage facilities, landscaping and other such public and quasi-public improvements as are provided in the final approved plans, being a plan for property located at 891 Lancaster Ave Tredyffrin Township, titled (hereinafter referred to as the "Plan")

Devon Donuts LLC Subdivision and Land Development Plan
Prepared by MG Engineering ; Dwg. No. 9 sheets
Dated 2/28/24 ; Revised through 10/23/24
Consisting of _____ (9) sheets

B. An application for approval of the Plans has been submitted to, and approved by, the Township.

C. The [Board of Supervisors] [Planning Commission] granted Final Plan approval of the application for the proposed land development on 11/21/24, subject to certain conditions, including the execution and acknowledgment of an agreement providing for the proper and timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion.

D. The improvements made the subject of this Financial Security Agreement are all public and quasi-public improvements shown on the Plan (the "Improvements"). For purposes of complying with Section 509(a) of the Pennsylvania Municipalities Planning Code, the estimated cost of construction of the Improvements, together with the estimated cost of ancillary services including engineering, legal, inspection and project administration, are specified in Exhibit "A" appended hereto and incorporated herein.

E. The construction of Improvements is to be done in accordance with the Developer Agreement dated the date hereof and entered into between Developer and Township (hereinafter

called the "Developer Agreement"). The Developer Agreement sets forth the terms and conditions under which Developer may obtain permits and construct the development. The Developer Agreement is incorporated herein by reference without attachment hereto.

F. Pursuant to Section 181-34 of the Tredyffrin Township Code and Section 509 of the Pennsylvania Municipalities Planning Code, Developer is posting an irrevocable letter of credit as financial security, a copy of which is appended hereto as Exhibit "B" and made a part hereof, (the "Letter of Credit") which shall be reserved for the purposes and disbursed only pursuant to the procedures described in this Financial Security Agreement.

NOW, THEREFORE, in consideration of Township relying upon the terms of this Financial Security Agreement as security for the conditions set forth in the Developer Agreement, and intending to be legally bound, Township and Developer hereby agree as follows:

1. Background paragraphs A through F are incorporated herein as if more fully set forth below.

2. Definitions; Interpretation.

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

- (1) "Completion Date" shall mean the date specified in Section 3.e of the Developer Agreement on or before which the Improvements shall be completed.
- (2) "Developer Agreement" shall mean that certain Developer Agreement of even date herewith by and between Township and Developer, which agreement is fully incorporated into and made part of this Agreement.
- (3) "Financial Institution" shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.
- (4) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 4 and other provisions of this Agreement and with the provisions of Section 9 of the Developer Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.

- (5) "Improvements" shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and landscaping and/or other Improvements or common amenities required by this Agreement and any applicable ordinances or regulations.
- (6) "MPC" shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, as restated and amended, as the same now exists and hereafter may be further amended.
- (7) "Plans" shall mean that certain Final Subdivision and Land Development Plan dated 2/29/24, last revised 10/23/24 and recorded in the Office of the Recorder of Deeds in and for Chester County PA at plan _____ ("Plans"), consisting of various plan sheets, including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the Plans.
- (8) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.
- (9) "Subdivision and Land Development Ordinance" shall mean the Subdivision and Land Development Ordinance of the Township, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.
- (10) "Subject Land Development" shall mean the proposed subdivision and land development of the portion of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or

required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

- (11) "Township Engineer" shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for Township or engaged by Township as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance, the MPC or the Developer Agreement, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance, the MPC or the Developer Agreement.

3. Developer shall post the Letter of Credit from a Federal or Commonwealth chartered lending institution authorized to conduct business in the Commonwealth of Pennsylvania. The Financial Institution, as such escrow holder, shall be subject to approval of Township, which approval shall not be unreasonably withheld. The Letter of Credit shall be for a minimum term of two years from the date of Plan approval and shall be in a form reasonably acceptable to Township. The Letter of Credit shall be presentable for draws at a location in Chester County, Commonwealth of Pennsylvania, or at such other location approved by Township.

4. The Letter of Credit shall be in favor of Township and shall be in the sum of Two-Hundred Twenty Four Thousand One Hundred ⁰⁰ Dollars (\$224,192.50), representing 110% of the cost of the Improvements as set forth in the Developer Agreement, the terms and conditions of which are incorporated herein. The letter of credit may be reduced by certain sums as set forth herein not to exceed 90% of said Letter of Credit (\$201,773.25) (the "Working Account"). The remaining balance of the Letter of Credit (\$22,419.25) shall be designated as the "Base Account" and shall not be released to the order of Developer until all of the Improvements as set forth on Exhibit "A" and the Plan are finally completed and finally inspected and approved by the Township Engineer, all outstanding fees due Township have been paid in full, and, where appropriate, a deed of dedication is accepted by Township and a maintenance bond as described in Section 509 of the Municipalities Planning Code, 53 P.S. §10509, is received by Township. Reduction and/or release of the Base Account from this Letter of Credit to the order of Developer shall be authorized by Township with respect to the public improvements upon acceptance of the deed of dedication and delivery of the maintenance bond and, with respect to the quasi-public improvements, upon final inspection thereof. Notice shall be given by Township to the financial institution posting the Letter of Credit, which notice shall be substantially the following form:

[FINANCIAL INSTITUTION] is hereby notified that a Deed of Dedication has been accepted by the Board of Supervisors of Tredyffrin Township and a

Maintenance Bond has been received with respect to the public improvements and that the quasi-public improvements have been finally inspected. [FINANCIAL INSTITUTION] is hereby authorized to cancel Letter of Credit No. _____, the original of which is enclosed.

Provided that, the financial institution may release funds from the Base Account of the Letter of Credit directly to Township pursuant to Paragraphs (10) and (11) hereof. Provided further that the balance of the Letter of Credit shall automatically be increased by an additional ten percent (10%) for each one (1) year period beyond the first anniversary date of the signing of this Agreement (the "Annual Security Increase"). Upon submission to Developer of an itemized bill for inspections conducted by the Township Engineer or a bill from the Township Solicitor for applicable legal work, Developer shall pay to Township the said amount, payable within twenty (20) days after receipt of the itemized bill. If amount is not paid within twenty (20) days, Township may draw said amount from the Letter of Credit.

5. The Financial Security shall be held in the taxpayer identification number of Developer.

6. The financial institution will issue the Letter of Credit as security to cover the completion of any and all Improvements as required by the Plan and the Developer Agreement and pay all estimated costs associated therewith as specified in Exhibit "A" attached hereto.

7. It is agreed that if Developer shall install and dedicate the Improvements secured hereby within the time limits set forth in the Developer Agreement or as modified by the parties all according to law, all in strict accordance with the plans and applications so approved, and in accordance with applicable ordinances of Township and with all statutes, laws, ordinances and rules and regulations of all governmental bodies or agencies having jurisdiction over the work or any part hereof involved in the Developer Agreement, Township shall, upon acceptance of dedication and final inspection and approval of the quasi-public improvements, authorize the release of the balance of the Letter of Credit to Developer and this Agreement shall thereupon terminate. In the event of default by Developer, Township may utilize and direct payment of such funds within the Letter of Credit for and only for completion of those public and quasi-public improvements secured as shown on said plan, for all costs as specified in Exhibit "A" attached hereto and for any legal costs incurred by Township to enforce the provisions of the Developer Agreement.

8. As the work involved progresses, Developer may request a reduction in the Letter of Credit by providing Township with: a list of all completed improvements and the amount of reduction requested. Once the Township Engineer inspects the completed improvements and is satisfied they are completed in accordance with the plans, the Township Engineer shall inform Township in writing, of the amount of the authorized reduction. The authorized reduction amount shall equal the total amount approved for the completed improvements, less any required Annual Security Increase. Township will direct the financial institution to reduce the Letter of Credit Working Account by certain sums. Any reductions in the amount of the Letter of Credit

Working Account shall be limited to those amounts authorized by the Township Engineer and Board of Supervisors in writing, in the form as shown on Exhibit "C" attached hereto. Such certificates of completion shall constitute full authorization to the financial institution to make reductions in the Letter of Credit Working Account established hereunder.

9. Township reserves the right to refuse or limit a request for release of the Financial Security, or to increase or otherwise adjust the amount of the Financial Security on an annual basis, if, in the sole opinion of Township, the balance of the Financial Security is insufficient to complete the Secured Improvements, or to pay any of the other costs, expenses or fees for which the Financial Security has been established, as a result of any foreseeable or unforeseeable events which may arise at any time prior to the completion of the Secured Improvements, including, without limitation, interruptions in construction and inflationary increases in the cost of materials.

a. Notice of any such additional financial security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by Township to Developer, and Developer shall post the amount of the additional financial security, increase or other adjustment within thirty (30) days of the date of such notice.

b. In the event that Developer fails to fully post the additional Financial Security, increase or other adjustment within the said thirty (30) day period, Township, in addition to such other or further rights and remedies as may be available, shall have the right to (i) withdraw or revoke all building and all other permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, (ii) refrain from issuing new permits of any kind for the Subject Property and/or the Subject Subdivision/Land Development, and (iii) issue one or more stop, cease and desist orders concerning further work upon construction of the Secured Improvements and/or other Improvements. Upon the issuance and delivery of any such stop, cease and desist order, Developer shall cease all further work on the construction of the Secured Improvements and/or other Improvements described in the order; provided, however, that upon posting of such additional financial security, increase or other adjustment in the Financial Security as required herein, the Township shall withdraw the stop, cease and desist order(s), and Developer may resume work on the construction of the Secured Improvements and/or other Improvements, and any building and other permits previously revoked or withdrawn shall be reinstated.

c. Any funds posted or provided under this Section 9 as additional financial security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Financial Security Agreement.

10. Township Right to Complete Improvements. Township shall have the right, but not the obligation, to complete the Improvements if any of the following occurs:

- a. the credit of Developer becomes impaired;
- b. any assignment for the benefit of Developer's creditors; or any proceedings intended to liquidate or rehabilitate Developer, or the institution of proceedings under federal bankruptcy law or any state laws relating to insolvency, receivership, or debt adjustment in which Developer is a named bankrupt or insolvent.
- c. Developer, without defense, fails to pay bills presented to it which are due in a normal course of business and with respect to the public improvements;
- d. Developer, after notice from Township and as further provided in Paragraph (11) below, has failed within sixty (60) days to complete or commence and proceed with due diligence to complete, the correction of work improperly done or defective materials installed; or
- e. the work has not been completed in a good and workmanlike manner with such time periods set forth in the Developer Agreement in accordance therewith.

In that event, Township may, at its option, after notice in writing to Developer, enter into possession and undertake to complete the improvements described herein and for which the security is furnished hereby. The work may be done either by Township's own agents or by contract, and the cost of completion of said work shall be paid by Township only from the balance then remaining in the said Letter of Credit; provided, however, that any balance remaining in the Letter of Credit after completion by Township, shall be released to Developer. It is further provided, in the event the cost of completion shall exceed the balance remaining in the Letter of Credit at the time of Developer's failure, refusal or neglect, Developer agrees to pay Township, within ten (10) days after receipt of written notice by Township, such amount as Township requires to make up any deficit in the cost of completion. Cost of completion, as used in this Agreement, is defined to include the cost of material, labor, construction and installation costs, engineering and inspection charges, Township Solicitor's charges, plus the cost of all permits, bonds, insurance and the maintenance bond for eighteen (18) months, as in the Agreement provided, and expenses incurred by Township as a result of Developer's breach. Township shall be reimbursed immediately from the Letter of Credit by the financial institution without approval by Developer upon certification of Township Board of Supervisors to the Financial Institution. Developer hereby acknowledges and agrees that Township's cost to complete the work may include increased labor costs over and above the estimates costs in Exhibit "A" as a result of the prevailing wage laws and that Developer shall agree to be responsible for such increased costs to complete the improvements.

11. In the event of inadequate, improper or untimely construction of any of the aforesaid improvements, or of the failure to construct the said improvements in accordance with

the approved plans and specifications and the terms and conditions of any approval thereof, or any occurrence described in Paragraph (10) hereof, such portions of the Letter of Credit as necessary may be applied for the cost of completion and/or for the proper completion and/or construction of said improvements; it being provided, however, that in the event the Township Engineer determines that said improvements have not been completed in a timely fashion or have been improperly constructed, sixty (60) days notice shall be given to Developer of such defective or incomplete work as is determined by said engineer (such notice shall contain a detailed description of all work required to be performed), and Developer shall have the aforesaid period of sixty (60) days within which to commence the completion or correction of said defects. If commencement of the correction or completion of the work has not occurred within the said sixty (60) day period or if correction or completion has commenced but, thereafter, Developer fails to continuously marshal at the job site sufficient men and material to complete or correct the work with all due diligence, then the Financial Institution, upon notice from Township shall to release from the said Letter of Credit the sum of money requested by Township for correction of the inadequate, improper or untimely construction. Township's demand for such payment, signed by the Township Secretary, together with a Certification of Compliance by Township of the notice provisions of this Paragraph, will be all the authority the Financial Institution needs or requires to pay such sums to Township and may be in substantially the following form:

Pay to the order of Township of Tredyffrin the sum of _____ Dollars (\$ _____) from the (name of Financial Institution) Letter of Credit No. _____ established for the benefit of said Township, pursuant to a Financial Security Agreement dated as of the _____ day of _____, 20____, executed by in accordance with a Developer Agreement entered into between said Township and Developer dated as of the _____ day of _____, 20____, relative to the construction and installation of certain improvements in a development known as the _____. Township certifies that it sent Developer the attached notice on indicating that certain improvements listed thereon have been improperly constructed or have not been completed and said improvements remain uncompleted or the defective condition thereof remains uncorrected as of this date.

Date: _____

TREDYFFRIN TOWNSHIP

By: _____

12. All parties recognize that the financial institution is merely posting the Letter of Credit in question in order to insure the obligations of Developer. The financial institution's obligation to disburse all or part of the Letter of Credit on demand of Township and in accordance with the Financial Security Agreement shall not be impaired by the bankruptcy or insolvency of Developer or by the default of Developer under any construction loan agreement, by the termination of any construction loan agreement for any reason or by the default by Developer of any obligation due and owing to financial institution. Financial institution shall

exercise no discretion with respect to payment over of the Letter of Credit to Township and when proper and timely demand is made by Township upon financial institution, financial institution shall pay over said funds in accordance with the terms of this Agreement and shall be released, thereafter, from any further liability to either Developer or Township. It is neither the responsibility nor the right of the financial institution to exercise any discretion whatsoever with respect to whether Township is right or correct in its demand for said funds. Financial institution's sole responsibility is to pay over those funds upon demand.

13. Term or Replacement of Financial Security.

a. The Financial Security shall be automatically extended from year to year for additional periods of twelve (12) months from the original or each future expiration date, without amendment, unless the Financial Institution shall have notified the Township in writing, not less than sixty (60) days before such expiration date, that the Financial Institution elects not to renew the Financial Security. The Financial Institution's notice of such election must be sent to the Township by certified mail addressed to the above Township address, return receipt requested. A copy of the same shall be forwarded to the Township Solicitor and Township Engineer. In the event that the Financial Institution provides the above-notice of its intent not to renew the Financial Security, the Township may draw upon the Financial Security to secure the completion of the remaining Secured Improvements, unless the Developer provides substitute Financial Security acceptable to the Township at least forty-five (45) days prior to the date of expiration of the then effective Financial Security. It shall be the continuing responsibility of the Developer to ensure that the Financial Security (or the acceptable substitute thereof) shall not be terminated or closed or expired, but shall be and remain open until the final release of funds therefrom in accordance with and pursuant to Section 19 of this Agreement.

b. Developer further agrees that if it determines or obtains knowledge during the continuance of this Financial Security Agreement that the Financial Institution is, may be or will be unable to honor, provide or maintain the Financial Security for any reason whatsoever in accordance with this Agreement and the Developer Agreement (including, but not limited to, the reason that control of the Financial Institution is or is about to be assumed by an agency of the United States government or the Commonwealth of Pennsylvania), Developer shall, immediately, but in no event later than two (2) business days after making such determination or obtaining such knowledge, give written notice of the same to Township. Within thirty (30) days after either the aforesaid notice is given by Developer or such other time as Township notifies Developer that the Financial Security does not exist to the satisfaction of Township, Developer shall obtain additional or substituted financial security with another financial institution as shall be satisfactory to Township. The failure of Developer to provide such additional or substituted financial security shall allow Township, in addition to other or further rights and remedies as may be available, to revoke all permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, to refuse to issue any new permits, and/or to issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until such additional or substituted financial security is provided to Township's satisfaction.

14. Developer hereby acknowledges and agrees that the costs specified in Exhibit "A" attached hereto are estimates of the costs to complete the improvements required under the Pennsylvania Municipalities Planning Code and the applicable ordinance of Tredyffrin Township, and that the financial security submitted by Developer shall secure all improvements required to be constructed in accordance with the Plan.

a. If Developer fails to reimburse Township any costs, expenses or fees in accordance with and pursuant to the terms of the Developer Agreement, Developer shall be in default of this Financial Security Agreement, and Township shall be authorized to collect the amount thereof from and under the Financial Security (notwithstanding that the amount of the Financial Security, but for this Subsection a, is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 10 of this Financial Security Agreement.

15. Developer hereby acknowledges and agrees that the financial security posted hereunder to secure Developer's legal responsibility to complete the public and quasi public improvements depicted on the Plan is, at all times, comprised of private funds and does not in any way constitute public funds. Developer further acknowledges and agrees that, in the event Township declares a default under the Developer Agreement and commences construction of the improvements, Township shall not be required to bid such services and that Township shall be permitted to use Township's own staff or private contractors to complete the improvements. Developer agrees to promptly reimburse Township if any state law or local ordinance results in an increased cost(s) to complete the improvements above the estimates contained in Exhibit "A" hereto and the financial security is not sufficient to pay said costs.

16. The rights, duties, and obligations of Township and Developer under this Financial Security Agreement shall survive Township's demand for release of, receipt of, and application of the escrowed funds directly to or by Township.

17. The terms and provisions of this Financial Security Agreement are intended solely for the benefit of Developer and Township and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other party. Neither contractors of the Developer, nor Owners of Lots within, or adjoining, the Property shall be considered beneficiaries of this Agreement, and, accordingly, shall have no rights hereunder, including, and without limitation, for the completion or maintenance of any Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

18. The terms and provisions of this Financial Security Agreement are to be interpreted under Pennsylvania law and the Developer stipulates to submit to Pennsylvania jurisdiction and Chester County venue in the event of legal action arising out of this Financial Security Agreement. All claims arising from this Financial Security Agreement shall be the

exclusive jurisdiction of the Chester County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania.

19. Final Release of Financial Security; Termination of Agreement.

a. After all the Secured Improvements have been completed fully in accordance with the Developer Agreement to the satisfaction of the Township, and after all the provisions of the Developer Agreement and this Financial Security Agreement have been satisfied fully by Developer (including the payment of all costs, expenses and fees for which Developer is responsible under both said agreements), Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by Township shall be the final release of funds from the Financial Security, and shall further release Developer from and under the Financial Security and this Financial Security Agreement.

b. At and upon the aforesaid Township authorized release of the balance of the Financial Security, this Financial Security Agreement shall terminate without further action of the parties being required.

20. Validity and Enforceability of Financial Security.

a. The Financial Security shall be valid, and shall be maintained by Developer in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Financial Security Agreement.

b. During the continuance of this Financial Security Agreement, Developer shall, as may be requested by written notice from Township from time to time or at any time, provide verification and proof to Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to Township.

c. Developer agrees and hereby authorizes the Financial Institution, during the continuance of this Financial Security Agreement, to release to Township any information as may be requested from time to time or at any time by Township concerning the financial affairs of Developer relative to this Financial Security Agreement and the Financial Security.

d. Developer agrees that any and all notices from Township to the Financial Institution demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Financial Institution if given to the Financial Institution during the continuance of this Financial Security Agreement.

21. Township Non-Responsibility.

a. Neither this Financial Security Agreement nor the Developer Agreement (including any actions taken by Township in or related to the review, consideration and/or approval of the Plans and Subject Subdivision/Land Development) shall impose, or be construed

to impose, any liability, responsibility or obligation on Township for the design, layout, construction, installation, maintenance or upkeep of the Secured Improvements and/or other Improvements, or render Township liable for the costs of any work to be performed under or in connection with the Developer Agreement or for any other costs to be incurred under or in connection with this Agreement or the Developer Agreement, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon Developer.

22. Financial Institution Non-Responsibility.

a. Developer agrees that Financial Institution shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

b. Developer further agrees that Financial Institution shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement and the Developer Agreement that apply to the Financial Security and the actions which the Financial Institution is to take or not take with respect to the Financial Security.

c. Developer further agrees that the obligations of the Financial Institution under this Agreement and the Developer Agreement, and under and with respect the Financial Security, are for the sole benefit of Township, and shall not be affected, in any way, by any default, action or omission of Developer.

d. Township and Developer further agree and acknowledge that the Financial Institution assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements.

e. It shall be noted that, to the extent that the Financial Institution undertakes any action that would affect the validity of the Financial Security hereunder (including merger or dissolution), the Financial Institution shall provide sixty (60) days' prior notice to the Township and Developer of the same, in which instance the Developer shall be responsible for providing full and complete alternative Financial Security, failing which the Township has the right, but not the obligation to draw down upon all remaining Financial Security.

23. Charges of Financial Institution.

a. Any and all charges made by the Financial Institution for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Financial Institution under, pursuant and/or related to this Financial Security Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that Township shall not be liable or

otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend Township from and against any such charges.

24. Interest.

a. If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Financial Security Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

25. Insolvency of Developer.

a. Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Financial Security Agreement are not and shall not be considered part of the estate of Developer.

26. Notices.

a. Except as may be otherwise specifically provided in this Agreement:

- (1) Any notice, demand or other communication required, authorized or permitted to be given under this Financial Security Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.
- (2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mails.

27. Miscellaneous.

a. Waiver. Neither the failure nor any delay on the part of Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against Township unless it is in writing signed by a duly authorized representative of Township.

b. Assignment; Delegation. Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of Township. Any such assignment or delegation, without such consent, shall be void.

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to Township at law or in equity.

d. Headings. The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

g. Binding Effect. Subject to Section 17 above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made part hereof and the Developer Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked,

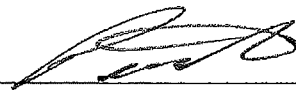
changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the date above-mentioned.

Attest



DEVELOPER:

By: 

Devon Donuts LLC
Pirank Patel, Authorized
Signatory

BOARD OF SUPERVISORS OF
TREDYFFRIN TOWNSHIP

By: _____
, Chairman

Attest

, Township Manager

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Bucks : SS

On this, this 19th day of March, 2026, before me, a notary public, personally appeared Pinam Patel who acknowledged himself to be the Authorized Signatory of Daven Donuts, Inc., a _____ and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Pinam Patel by himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Rajendra F Doshi, Notary Public
Bucks County
My Commission Expires May 29, 2027
Commission Number 1233754

EXHIBIT "A"

ESTIMATED CONSTRUCTION COSTS

(ATTACHED)



Croton Road Corporate Center
555 Croton Road, Suite 401
King of Prussia, PA 19406
O: (610) 940-1050
F: (610) 940-1161

May 9, 2025

Ms. Erin McPherson, CZO
Director of Planning and Zoning
Tredyffrin Township
1100 DuPortail Road
Berwyn, PA 19312

**RE: Financial Security and Inspection Escrow Determination
Devon Donuts, LLC
891 Lancaster Ave.
Devon, PA 19333
Tredyffrin Township
RVE FILE # PCTFP002**

Dear Erin:

Remington & Vernick Engineers (RVE) did not receive a cost estimate from Devon Donuts, LLC (hereafter "Developer") for the development referenced above. However, we have developed an estimate in accordance with the activities described on the plans entitled "Preliminary and Final Land Development Plans" last revised October 23, 2024, prepared by MG Engineering Associates, LLC of Media, PA.

RVE has reviewed the plans and has prepared an estimated Cost of Completion for these site improvements. The estimated Cost of Completion thereof is \$194,950.00. (estimate enclosed).

In accordance with the requirements of Tredyffrin Township, the Developer is required to provide financial security in an amount equal to 110% of the Cost of Completion. Therefore, financial security in the amount of \$ 214,445.00 is required for this project.

In accordance with the requirements of Tredyffrin Township, the Developer is required to provide an inspection escrow in an amount equal to 5% of the financial security. Therefore, an inspection escrow in the amount of \$ 9,747.50 is required for this project.

Therefore, the total amount of escrow required is \$ **224,192.50**.

Should you have any questions, please feel free to contact our office at (610) 940-1050.

Sincerely,
REMINGTON & VERNICK ENGINEERS

By

Andrew Pockl, P.E., CFM
Associate | Municipal Services Team Lead

Financial Security and Inspection Escrow Determination
Devon Donuts, LLC
891 Lancaster Ave.
Page 2 of 2

cc: Petro Realty PA, LLC, Owner
Devon Donuts, LLC, Applicant
MG Engineering Associates, LLC, Applicant's Plan Preparer (via email)
Tredyffrin Township Engineering Department (via email)
William Martin, Township Manager (via email)
Patrick M. McKenna, Esq., Gawthrop and Greenwood, PC, Township Solicitor (via email)
Clay Emerson, PhD, PE, CFM, Princeton Hydro, LLC, Township SWM Consultant (via email)
Chris Williams, PE, Bowman Consulting Group Ltd., Township Traffic Consultant (via email)
Christopher J. Fazio, P.E., C.M.E., Executive Vice President (via email)

**TREDYFFRIN TOWNSHIP
ESCROW RELEASE FORM**

Project: Devon Donuts, LLC

Escrow Release #

Date: 5/8/2025

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
	Construction Stakeout	LS	1	\$ 1,000.00	\$ 1,000.00				\$ 1,000.00
	SUBTOTAL:				\$ 1,000.00		\$ -	\$ -	\$ 1,000.00
	CLEARING & SITE WORK								
1	Concrete Sidewalk Removal	SY	95	\$ 8.00	\$ 760.00				\$ 760.00
2	Concrete Pavement Removal	SY	60	\$ 25.00	\$ 1,500.00				\$ 1,500.00
3	Concrete Curb Removal	LF	565	\$ 4.00	\$ 2,260.00				\$ 2,260.00
4	Concrete Island Removal	LS	1	\$ 2,500.00	\$ 2,500.00				\$ 2,500.00
5	Trash Enclosure Removal	LS	1	\$ 500.00	\$ 500.00				\$ 500.00
6	Asphalt Pavement Removal	SY	391	\$ 10.00	\$ 3,910.00				\$ 3,910.00
	SUBTOTAL:				\$ 11,430.00	\$ -	\$ -	\$ -	\$ 11,430.00
	EROSION CONTROL								
7	Silt Fence	LF	240	\$ 12.00	\$ 2,880.00				\$ 2,880.00
8	Inlet Filter	EA	2	\$ 500.00	\$ 1,000.00				\$ 1,000.00
9	Concrete Washout	EA	1	\$ 250.00	\$ 250.00				\$ 250.00
10	Maintenance of E&S Controls	LS	1	\$ 500.00	\$ 500.00				\$ 500.00
11	Removal of E&S Controls	LS	1	\$ 1,000.00	\$ 1,000.00				\$ 1,000.00
	SUBTOTAL:				\$ 5,630.00	\$ -	\$ -	\$ -	\$ 5,630.00
	EARTHWORK								
12	Rough Grading	SY	810	\$ 2.75	\$ 2,227.50				\$ 2,227.50
13	Fine Grading	SY	810	\$ 2.00	\$ 1,620.00				\$ 1,620.00
	SUBTOTAL:				\$ 3,847.50	\$ -	\$ -	\$ -	\$ 3,847.50
	STORMWATER								
14	Reset Inlet	LS	2	\$ 2,500.00	\$ 5,000.00				\$ 5,000.00
15	Televise Storm Sewer System	LS	1	\$ 3,000.00	\$ 3,000.00				\$ 3,000.00
	SUBTOTAL:				\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
	PAVING								
16	Concrete Pavement	SY	191	\$ 150.00	\$ 28,650.00				\$ 28,650.00
17	2" Wearing Surface	SY	284	\$ 20.00	\$ 5,680.00				\$ 5,680.00
18	2.5" Binder Course	SY	153	\$ 22.00	\$ 3,366.00				\$ 3,366.00
19	8" Bituminous Concrete Base Course	SY	83	\$ 55.00	\$ 4,565.00				\$ 4,565.00
20	PennDOT No. 2A Subbase, 6" Depth	SY	153	\$ 15.00	\$ 2,295.00				\$ 2,295.00
	SUBTOTAL:				\$ 44,556.00		\$ -	\$ -	\$ 44,556.00
	SIDEWALK								
21	4" Concrete Sidewalk	SY	120	\$ 125.00	\$ 15,000.00				\$ 15,000.00
22	4" Concrete Sidewalk Bus Boarding Pad	SY	4	\$ 125.00	\$ 500.00				\$ 500.00
23	Concrete Curb	LF	483	\$ 30.00	\$ 14,490.00				\$ 14,490.00
24	ADA Ramp	EA	9	\$ 5,000.00	\$ 45,000.00				\$ 45,000.00
	SUBTOTAL:				\$ 74,990.00		\$ -	\$ -	\$ 74,990.00
	LANDSCAPING/LIGHTING								
25	Ornamental Trees	EA	10	\$ 500.00	\$ 5,000.00				\$ 5,000.00
26	Shrubs	EA	25	\$ 150.00	\$ 3,750.00				\$ 3,750.00
27	Relocate Light Fixture	EA	1	\$ 10,000.00	\$ 10,000.00				\$ 10,000.00
	SUBTOTAL:				\$ 18,750.00		\$ -	\$ -	\$ 18,750.00
	ENGINEERING								
28	As-Built Plans	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
	SUBTOTAL:				\$ 2,000.00		\$ -	\$ -	\$ 2,000.00
	MISCELLANEOUS								

**TREDYFFRIN TOWNSHIP
ESCROW RELEASE FORM**

Project: Devon Donuts, LLC

Escrow Release #

Date: 5/8/2025

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
29	Trash Enclosure	LS	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
30	Final Site Stabilization	LS	1	\$ 1,000.00	\$ 1,000.00				\$ 1,000.00
31	Bollards	EA	2	\$ 500.00	\$ 1,000.00				\$ 1,000.00
	SUBTOTAL:				\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00
	SIGNS AND STRIPING								
32	6" White Hot Thermoplastic Pavement Markings	LF	630	\$ 4.00	\$ 2,520.00				\$ 2,520.00
33	Painted Handicap Symbols	EA	1	\$ 200.00	\$ 200.00				\$ 200.00
34	Directional Arrows	EA	11	\$ 200.00	\$ 2,200.00				\$ 2,200.00
35	24" White Hot Thermoplastic Pavement Markings	LF	80	\$ 20.00	\$ 1,600.00				\$ 1,600.00
36	4" White Hot Thermoplastic Pavement Markings	LF	800	\$ 2.50	\$ 2,000.00				\$ 2,000.00
37	12" White Hot Thermoplastic Pavement Markings	LF	174	\$ 10.00	\$ 1,740.00				\$ 1,740.00
38	Do Not Enter Striping	EA	1	\$ 400.00	\$ 400.00				\$ 400.00
39	Don't Block The Box Striping	EA	2	\$ 1,000.00	\$ 2,000.00				\$ 2,000.00
40	Loading Striping	EA	1	\$ 286.50	\$ 286.50				\$ 286.50
41	Drive Thu Paint	EA	2	\$ 500.00	\$ 1,000.00				\$ 1,000.00
42	ADA Parking Signs	EA	1	\$ 200.00	\$ 200.00				\$ 200.00
43	Directional Signs	EA	12	\$ 300.00	\$ 3,600.00				\$ 3,600.00
	SUBTOTAL:				\$ 17,746.50	\$ -	\$ -	\$ -	\$ 17,746.50
	SUBTOTAL				\$ 194,950.00				\$ 194,950.00
	5% TOWNSHIP INSPECTION PER MPC				\$ 9,747.50				\$ 9,747.50
	10% CONTINGENCY PER MPC				\$ 19,495.00				\$ 19,495.00
	TOTAL TOWNSHIP PROPOSED ESCROW				\$ 224,192.50	\$ -	\$ -	\$ -	\$ 224,192.50

Township Signature _____

Date _____

EXHIBIT "B"

LETTER OF CREDIT

(ATTACHED)

(ATTACH COPY OF LETTER OF CREDIT
ORIGINAL TO TREDYFFRIN TOWNSHIP)



TD Bank
America's Most Convenient Bank®
Global Trade Finance
6000 Atrium Way
Mount Laurel, NJ 08054
T 856 751 9000
F 856 533 6545

tdbank.com

April 17, 2026

Township of Tredyffrin
1100 DuPortail Rd.
Berwyn, PA 19312
Attn: Erin McPhereson

Re: Irrevocable Standby Letter of Credit No. 20011128
Devon Donuts, LLC

We're writing to let you know the above-referenced letter of credit was issued in your favor. The original letter of credit is enclosed.

Please address all correspondence regarding this letter of credit to:

TD Bank, N.A.
Attn: Global Trade Finance
Standby Letter of Credit
6000 Atrium Way
Mt. Laurel, NJ 08054

Be sure to mention our letter of credit number in any correspondence.

If you have any questions, please call me at **1-856-533-6530** Monday through Friday, 9am - 5pm. Thank you for your cooperation.

Sincerely,

William J. Caffyn.
Standby Letter of Credit Department

Encl.

cc: Devon Donuts, LLC





TD Bank
America's Most Convenient Bank®
Global Trade Finance
6000 Atrium Way
Mount Laurel, NJ 08054
T 856 751 9000
F 856 533 6545

tdbank.com

April 17, 2026

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 20011128
EXPIRATION DATE: April 17, 2027

Township of Tredyffrin
1100 DuPortail Rd.
Berwyn, PA 19312
Attn: Erin McPherson

Re: Devon Donuts, LLC

We hereby establish our Irrevocable Standby Letter of Credit No. 20011128 in favor of Township of Tredyffrin, hereinafter referred to as "Beneficiary", at the request of Devon Donuts, LLC, hereinafter referred to as "Applicant", in an amount not to exceed in the aggregate Two Hundred Twenty-Four Thousand One Hundred Ninety-Two and 50/100 (\$224,192.50) U.S. Dollars.

Funds are available by your draft on us at sight bearing the clause: "Drawn under TD Bank, N. A. Letter of Credit No. 20011128 dated April 17, 2026" and accompanied by the following documents:

1. This original Letter of Credit and any amendments thereto.
2. A statement purportedly signed by the Township Engineer stating that:

"Devon Donuts, LLC has not performed in accordance with the terms and conditions of that certain Site Improvement Agreement between Devon Donuts, LLC and Township of Tredyffrin."

It is a condition of this Letter of Credit that it will be extended automatically without amendment, for additional periods of one (1) year from the present or each future expiration date, unless at least sixty (60) days prior to the current expiration date, we notify you in writing by overnight courier at the above address, that we elect not to renew this Letter of Credit for said additional period.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or contract referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or contract.

We hereby agree that draft(s) drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon receipt of documents as specified above, which may be presented in person or sent via overnight courier at our office located at 6000 Atrium Way, Mt. Laurel, NJ 08054 on or before the expiration date noted above or any extended date.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600."

TD BANK, N.A.

William J. Caffyn
Assistant Vice President



EXHIBIT "C"

LETTER OF CREDIT REDUCTION

CERTIFICATE OF COMPLETION

We, the undersigned, hereby certify that the work provided for in a certain Subdivision and Land Developer Agreement between Tredyffrin Township and _____, Developer, dated the _____ day of _____, 20____ relative to the construction and installation of certain improvements in a development known as _____, has been completed to the extent of _____% representing _____ Dollars (\$_____). We, as Beneficiary authorize the reduction of (name of Financial Institution) Letter of Credit Number established and set over to _____ Township, pursuant to a Financial Security Agreement dated the _____ day of _____, 20____, by the amount of \$(Insert Reduction Amount), the new balance of the Letter of Credit will be \$(Insert New Balance). It is agreed that the reduction of the Letter of Credit hereby authorized shall not be construed as acceptance of the work by said Township and said Township hereby reserves the right to reinspect the said work and to require Developer referred to in said Agreement to correct any and all deficiencies and defects. This Certificate does not authorize a reduction in the Letter of Credit below an amount of ten (10%) percent of the initial Letter of Credit balance (\$_____).

Date: _____

TREDYFFRIN TOWNSHIP

By: _____
Township Secretary

By: _____
Township Engineer



TREDYFFRIN TOWNSHIP MEMORANDUM

DATE: May 13, 2026

TO: Board of Supervisors & Finance Committee

FROM: Joe DiRocco, CFO

SUBJECT: AED Replacements

During a recent inspection of the Township's AED units, Officer Butler identified the urgent need to replace three devices. In addition, the Police Department needed two new units for the patrol cars.

Given the associated health and safety concerns we moved forward and authorized the purchase from Stryker for \$16,324.58 and are now seeking the Board's ratification.

Purchase Order Form



Account Manager : Jacky Wilson
Cell Phone : (484) 467-5893

Purchase Order Date : 04-24-2026 13:12:00 -0400
Expected Delivery Date :
Stryker Quote Number : 11292739
Customer PO Number :

Bill To	Customer # : 20072733
Company Name :	BERWYN FIRE CO
Contact or Department :	
Street Address :	POBox 513
Add'l Address Line :	
City, ST, ZIP :	BERWYN, Pennsylvania, 19312-0513
Phone :	

Sold To / End User	Customer # : 20072255
Company Name :	BERWYN FIRE CO
Contact or Department :	
Street Address :	23 BRIDGE AVE
Add'l Address Line :	
City, ST, ZIP :	BERWYN, Pennsylvania, 19312-1715
Phone :	

Deliver To	Customer # : 20072255
Company Name :	BERWYN FIRE CO
Contact or Department :	
Street Address :	23 BRIDGE AVE
Add'l Address Line :	
City, ST, ZIP :	BERWYN, Pennsylvania , 19312-1715
Phone :	

Authorized Customer Initials JD

Authorized Customer Initials JD

Authorized Customer Initials JD

Description	Total
	\$16,324.58

Total : \$16,324.58

Purchase Order Form



Accounts Payable Contact Information

Name :

Email :

Phone :

Authorized Customer Signature

Name :

Title :

Signature :

A handwritten signature in black ink is written over a horizontal line. The signature appears to be "A. D. R." with a stylized flourish at the end.

Date :

5/1/26



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: May 12, 2026

TO: Finance Committee
Board of Supervisors

FROM: Bill Martin, Township Manager
Dean Dortone, Chief Operating Officer
Joe DiRocco, Chief Financial Officer

SUBJECT: Tredyffrin Township Library Service Community Survey

Community Survey Project Overview

The Township is currently evaluating its library services, and staff is working with the Board of Supervisors to consider options for improving operations. To support this effort, staff is recommending using the Center for Opinion Research (COR) at Franklin & Marshall College to conduct a community survey to assess resident satisfaction with the Township's public libraries and gauge community support for potential operational and facility changes.

Background

Tredyffrin Township operates two public library branches (Tredyffrin and Paoli) which serve as vital community resources. As the Township considers long-term facility investments, including potential renovations, reconfigurations, or relocation of library services, it is essential to obtain reliable, representative feedback from Township residents. The COR has extensive experience conducting public-policy and community-engagement surveys, including work for comparable municipalities (Upper Merion, Lower Merion and Montgomery Townships). Their methodology is professional, transparent, and designed to produce findings that are representative of the community.

Summary of the Proposed Community Survey Project

Survey Objectives:

- Measure citizen satisfaction with current library services, facilities, and accessibility.
- Assess community knowledge, perceptions, and behaviors related to library use.
- Evaluate public support for proposed library service enhancements, operational changes, and potential facility investments.
- Provide actionable insights to guide long-term capital planning and strategic decision-making.

Survey Design:

- A ten-minute maximum length to increase stakeholder participation and data quality.
- Questionnaire collaboratively developed with survey committee (Staff, BOS and Library Board Member).
- Focus on library-related services, usage, expectations, and reactions to possible changes.

Sampling & Data Collection:

- Random sample of 500 Township residents using Address-Based Sampling (ABS) from the USPS.
- Mixed-mode data collection (telephone + online), improving access, representativeness, and response rates.
- Pre-notification postcards mailed on Township letterhead and postage.
- Multiple attempts across different days and times; refusal conversion efforts conducted by trained interviewers.
- Option for respondents to complete by phone, scheduled call-back, text invitation, or online link.

Quality Controls:

- Pilot testing prior to launch.
- Trained interviewers using a standardized survey platform (VOXCO), a powerful tool for the collection of survey data
- Comprehensive call-management, data verification, and interviewer performance monitoring.

Data Analysis & Reporting:

- COR will provide weighted results, detailed cross-tabulations, and multivariate analyses.
- Final deliverables include:
 - A comprehensive narrative report
 - Executive summary
 - PowerPoint presentation with charts and graphics
 - Supporting data files
- Reports that can be tailored for general audiences, elected officials, or technical review.

Project Cost:

- Total cost not to exceed **\$32,500**.
- Assumes the Township will send the pre-notification mailing using Township letterhead and postage.

Justification for Recommendation

The proposed survey will provide reliable, representative public input, critical, before committing to capital spending or major operational changes. COR is an experienced, independent research organization that will provide objective insight and high-quality analysis and documentation to support transparent communication with residents and stakeholders.

Recommendation

Given the importance of the Township's libraries to community life and the need for informed decision-making regarding future investments, the proposed survey is both timely and necessary. It is recommended that the Board of Supervisors approve the proposal from the Center for Opinion Research at Franklin & Marshall College to conduct a community survey of library services at a cost not to exceed \$32,500, with pre-notification mailings prepared and sent by the Township.

See Exhibit A "The Center for Opinion Research at Franklin and Marshall College Project Proposal"

The Center for Opinion Research at Franklin and Marshall College Project Proposal

The Center for Opinion Research at Franklin and Marshall College will conduct telephone interviews with a random sample of 500 residents of Tredyffrin Township (TT). The purpose of this survey is to measure citizens' satisfaction with the services and facilities of the two public library locations in the community and to determine community support for proposed changes to the services and configurations of those facilities.

Instrument Design

This survey is designed primarily as a tool for understanding the attitudes and behaviors of Tredyffrin Township residents related to the Wayne and Paoli libraries and to assess the support for proposed changes to their operations. The instrument will focus on assessing library-related knowledge, attitudes, beliefs and behaviors and exploring reactions to changes in library operations. The survey will be designed in consultation with Township personnel. We recommend an instrument that will not exceed 10 minutes in length, as we have found that long surveys have a negative effect on both response rate and abandonment rate, which impacts sample representativeness and data quality.

Over the years, we have designed many questionnaires to collect community engagement, participation, knowledge and perception, and other data from citizens on a host of public policy and community services related topics, including early learning and child care. Many of these have been either baseline studies to provide information for strategic plans and communications campaigns or follow-up studies to evaluate changes over time. This extensive experience has given the Center's staff a powerful, grounded understanding of how to survey citizens on a host of topics and has led to the development of a specific method for designing questionnaires to gather meaningful and comprehensive data.

Data Collection and Sampling Procedures

The Center for Opinion Research will use a mixed-mode survey to collect data for this project. Mixed-mode designs use multiple interviewing methods (i.e., live-interviewer and/or self-administered interviewing) to maximize the positive aspects of telephone and self-administered surveys. These mixed-mode designs tend to produce higher response rates and increased representativity.

The Center will send a pre-notification postcard to all sampled respondents that will provide them with the option to complete the survey via a live-interviewer, telephone interview or using a self-administered web survey, based on their preference. The Center will follow up with sampled respondents who do not respond soon after the pre-notification is sent. If possible, we recommend using Township envelopes and letterhead for the pre-notification mailing following a protocol developed in [prior municipal surveys](#).

The Center's follow-up protocol is designed to enhance response and cooperation rates, and thus data quality. Interviewers attempt callbacks to each number in the sample, with most taking place during weeknights and weekends. Follow-up calls to numbers yielding no answers, busy signals, or answering machines/voice mail are scheduled at varying times, including mornings and afternoons,

depending upon when previous contacts were attempted. Potential respondents who initially refuse to be interviewed are re-contacted by specially trained interviewers. These interviewers are very experienced in telephone surveys and are permitted to handle refusals only after they have demonstrated a consistent low refusal-to-completion ratio.

The Center for Opinion Research will sample households using an addressed-based sampling methodology that is based on the United States Postal Service's Delivery Sequence File (DSF). The DSF includes more than 98 percent of Pennsylvania households, which offers the potential to reach nearly all area residents whether they have a landline telephone or not. Detailed information is added to each sampled address once the sample of households is created, including household demographic information and names and telephone numbers. Approximately 60 percent of sampled households can be matched to a working telephone number.

Since households represent a cluster of potential respondents, a second stage sampling methodology is employed. After selecting a household via the DSF sample, one of the household members is also selected randomly. The sampling procedures ensure that all telephone households in the study area have a known chance of selection, and that each adult within a sampled household has an equal probability of being interviewed. This procedure is the most rigorous methodologically and plays a key role in producing sample estimates that accurately reflect true population values.

Survey Execution

Before the survey goes into the field, our team will:

- Pilot-test the survey instrument to eliminate potential problems with question wording and sequence, awkward terminology, or confusing response categories. This testing allows for necessary changes and ensures that we collect high-quality data.
- Coordinate with TT on any changes to the questionnaire and receive final approval.
- Code and program the instrument for use in the integrated computer-assisted web interviewing (CAWI) and computer-assisted telephone interviewing (CATI) system.
- Train telephone interviewers on the questionnaire and require them to practice in the training mode of the CATI system before making or receiving actual phone calls.

The Center's field staff will then administer the survey using VOXCO, an integrated CAWI and CATI system. VOXCO is a powerful tool for the collection of survey data. The Center's project and data collection managers have customized the software to perform a variety of project management and reporting activities, including online call monitoring and case management; automatic call scheduling; data coding, cleaning, and verification procedures; questionnaire debugging and tracing capabilities; and interviewer performance reporting.

Our protocol is designed to enhance response and cooperation rates, and thus data quality. After direct mail invitations are sent to all potential respondents, our data collection manager will regularly collect data on surveys completed both online and via inbound telephone interviews. Two follow-up email reminders will then be sent to non-respondents every five to ten days. Following the second email reminders interviewers will attempt to reach outstanding non-respondents by telephone. In addition, the Center has recently begun texting reminders to cell phones; this has proven successful in increasing response rates.

Participants reached by telephone or text will have the option to complete the survey at that time, schedule a time to complete the survey in the future, or request an additional email to complete the survey online. Interviewers attempt a total of nine contacts to each number in the sample, and calls are varied to take place during weeknights and weekends. Follow-up calls to numbers yielding no answers, busy signals, or answering machines/voicemail are scheduled at varying times, including mornings and afternoons, depending upon when previous contacts were attempted.

All interviewers complete formal training related to interviewing procedures, reducing refusals, and administering questionnaires using the CATI system. Our call center supervisors closely monitor the progress and quality of completed surveys and provide further information and training to interviewers if necessary.

Data Analysis and Reporting Results

The Center always provides customized data analysis and reporting, consulting closely with each client to establish analysis parameters, confirm that all questions are answered completely and thoroughly, and ensure that reports provide a full and deep picture of the data and reveal important insights and recommendations.

Results and analysis will be integrated into a comprehensive final report that clearly documents the current landscape of library use and expectations and offers thoughtful, actionable recommendations for long-term investment and planning.

The Center will consult closely with the sponsor to determine the most useful reporting formats for the final report. Typically, we create a narrative report, including an executive summary, and a PowerPoint presentation, using appropriate charts, tables, and graphs to illustrate the data analysis, insights, actionable information, and strategic recommendations. All reports will be provided in digital format and suitable for public communication. Center staff are also able to produce reports that speak to specific groups, whether they are detailed, [technical reports](#), reports for [a scholarly audience](#), reports for a [general audience](#), summaries that present [complicated policy ideas](#) to a general audience, or even reports to [elected officials](#).

Upon completion of survey interviewing, the Center's team will provide the SPSS syntax file used for data analysis and cleaning to the sponsor. We will also provide an electronic data file in SPSS format that contains all the variables calculated for the analysis, including weights, and create and provide a Marginal Frequency Report (MFR). The MFR lists each survey question and the proportional breakdown of responses.

Using the MFR and electronic data files, we will customize reporting, using detailed cross tabulations and multivariate models to illustrate the relationships between respondents' answers and multiple variables. Final survey results will be weighted (age, gender, education, geography, and race) using an iterative weighting algorithm to reflect the known distribution of these characteristics within the state's registered voters.

The Center will use all appropriate and scientifically valid analysis techniques, including standard descriptive statistics, significance testing, and comparisons of key demographic groups. Multivariate approaches will also be used to differentiate population segments and allow us to identify socio-demographic variations related to knowledge, attitudes, and experiences.

Project Costs

The total cost to conduct the research as described will not exceed \$32,500. This cost assumes the pre-notification mailings will be sent by the Township on its own letterhead.



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: May 12, 2026

TO: Finance Committee
Board of Supervisors

FROM: Dean Dortone, Chief Operating Officer

SUBJECT: Tredyffrin Township Natural Gas Supply Contract

Overview of Natural Gas Procurement

The Township, through its energy consultant Mantis Innovation, solicits competitive fixed-rate natural gas pricing based on a single per-therm rate for projected annual usage over the contract term. Mantis Innovation will obtain at least three bids from qualified suppliers and recommend the option that provides the most favorable pricing and contract duration (1, 2, or 3 years). Pricing is issued on a predetermined date, and the Township must select and execute a contract on that same day. Since December 2025, our consultant has monitored natural gas pricing, which rose sharply in January and February. By April, market conditions had improved, and the consultant recommended proceeding with a new fixed-rate contract to replace the current contract expiring on June 30, 2026.

Background

The Township's two-year fixed-rate natural gas supply contract (July 1, 2024–June 30, 2026) provides a rate of \$0.6628 per therm. With prior Finance Committee approval, staff engaged Mantis Innovation to solicit competitive bids for service beginning July 1, 2026. On April 24, 2026, multiple bids were received, and the Township selected the lowest fixed rate of \$0.56580 per therm for a three-year term (July 1, 2026–July 1, 2029). This rate is 14.6% lower than the current contract and is expected to yield approximately \$23,000 of total cost savings over the three-year period.

Recommendation

Due to continued volatility in the energy markets, Board approval is recommended for a new three-year natural gas contract (July 1, 2026–July 1, 2029) at a fixed rate of \$0.56580 per therm.



TREDYFFRIN TOWNSHIP MEMORANDUM

DATE: May 12, 2026
TO: Board of Supervisors and Finance Committee
FROM: Dave Duda, Public Works Project Manager
SUBJECT: Tredyffrin Township Library Cleaning Contract Award 2026

The Township is seeking authorization from the Board of Supervisors to confirm and award the bid for the 2026 Tredyffrin Library Cleaning Contract to Clean Net of Philadelphia. This project was open to public bid in conjunction with Penn bid online and solicited through the Daily Local newspaper. The awarded, is to provide Tredyffrin Township with two years of cleaning support at both Tredyffrin Township owned Libraries.

On May 7, 2026, Tredyffrin Township received bids from contractors to provide cleaning services. The bids are listed below:

• General Service's INC.	\$52,027.50	(Bid Withdrawn)
• DCS Solutions	\$56,960.88	(Bid Withdrawn)
• CleanNet of Phila.	\$100,948.00	AWARDED
• Paul's Building Maint.	\$104,920.00	
• Service Masters TBS.	\$106,593.90	
• CNS Cleaning Company	\$159,506.45	
• Edens Corporation	\$305,595.48	

Staff has reviewed the bids for the Library Cleaning Contract 2026. We are recommending approval of the bids as stated above.

Action: Staff request the Board of Supervisors authorize the bid and award CleanNet of Philadelphia for the "2026 Tredyffrin Township Library Cleaning Contract".



M&M General Services Inc.

Preston Mayo, Owner
1224 Locust Street, Suite A | Reading, PA 19604
215-436-3245 | admin@mmgeneralservices.net

May 7, 2026

Tredyffrin Township – Board of Supervisors
1100 Duportail Road, Berwyn, PA 19312

Re: Withdrawal of Bid – Janitorial Services, Tredyffrin and Paoli Libraries

Dear Members of the Board of Supervisors,

Please accept this letter as formal notice that M&M General Services Inc. is withdrawing its bid submitted in response to Tredyffrin Township's Invitation for Bids for Janitorial Services at the Tredyffrin Public Library and the Paoli Library.

We respectfully request that our bid be considered withdrawn effective immediately upon receipt of this letter.

We sincerely appreciate the opportunity to have been considered for this contract and thank Tredyffrin Township for the time and effort involved in the bidding process.

Respectfully submitted,

Preston Mayo
Owner, M&M General Services Inc.
215-436-3245 | admin@mmgeneralservices.net



3 Kennedy St
Lancaster, PA 17602
Office: 717.800.1240

05/07/2026

Dave Duda
Capital Project Manager
Tredyffrin Township

Subject: Withdrawal from Cleaning Bid

Dear Dave,

Please accept this letter as formal notification that DSC Solutions LLC is withdrawing from the cleaning bid previously submitted to Tredyffrin Township.

After careful consideration, we have decided to withdraw our proposal at this time. We appreciate the opportunity to participate in the bidding process and thank you for your time and consideration.

We value the opportunity to work with Tredyffrin Township and appreciate your consideration throughout the bidding process.

If you have any questions, please feel free to contact us.

Sincerely,

Gabriel Arellano

Gabriel Arellano
Account Executive
DSC Solutions LLC

#	Locked	Items	Selected	Lowest	Unit of Measure	Quantity	NS Cleaning Company		JeanNet of Philadelphia		DSC Solutions		Edens Corporation		General Services INC.		J's Building Maintenance		ServiceMaster TBS			
							Total Cost		Total Cost		Total Cost		Total Cost		Total Cost		Total Cost		Total Cost		Total Cost	
							Selected #	Selected (\$)	Selected #	Selected (\$)	Selected #	Selected (\$)	Selected #	Selected (\$)	Selected #	Selected (\$)	Selected #	Selected (\$)	Selected #	Selected (\$)	Selected #	Selected (\$)
Base Bid Pricing (A)																						
#1-1	FALSE	Cleaning sr	\$ 0	\$ 52,000.0	Lump Sum	1	\$ 159,480.0	\$ 159,480.0	\$ 100,920.0	\$ 100,920.0	\$ 56,935.5	\$ 56,935.5	\$ 305,518.4	\$ 305,518.4	\$ 52,000.0	\$ 52,000.0	\$ 104,880.0	\$ 104,880.0	\$ 106,551.4	\$ 106,551.4		
#1-2	FALSE	Strip, buff	\$ 0	\$ 0.32	Square Foot	1	\$ 0.45	\$ 0.45	\$ 0.5	\$ 0.5	\$ 0.32	\$ 0.32	\$ 3.25	\$ 3.25	\$ 0.5	\$ 0.5	\$ 1	\$ 1	\$ 0.5	\$ 0.5		
#1-3	FALSE	Dust all ce	\$ 0	\$ 25	Per Hour	1	\$ 26	\$ 26	\$ 27.5	\$ 27.5	\$ 25	\$ 25	\$ 73.75	\$ 73.75	\$ 27	\$ 27	\$ 39	\$ 39	\$ 42	\$ 42		



TREDYFFRIN TOWNSHIP MEMORANDUM

DATE: May 12, 2026
TO: Board of Supervisors and Finance Committee
FROM: Dave Duda, Public Works Project Manager
SUBJECT: 2026 Superpave Road Paving Project (Bid Results)

The Township is seeking authorization from the Board of Supervisors to approve and award the 2026 Superpave Road Paving to Allan Myers LP. On May 7, 2026, public bids were received and opened through the Penn Bid web site from solicitation from the Daily Local and Main Line Times newspapers. The award for this project is to provide milling and paving to various streets located within Township limits.

The results from May 7, 2026 are listed below:

- Allen Myers LP \$ 1,170,644.50 AWARDED
- Glasgow INC. \$ 1,180,253.00

Staff has reviewed the bids for the 2026 Superpave Road Paving Project. We are recommending approval and award of the bid results as stated above.

Action: Staff request the Board of Supervisors authorize and award the 2026 Superpave Road Paving Project as stated above to Allen Myers LP.

Total Cost	Allan Myers LP	Glasgow Inc.
Selected #	\$ 1,170,644.5	\$ 1,180,253.0
Selected (\$)	0	0
	\$ 0	\$ 0

#	Locked	Items	Selected	Lowest	UnitofMea	QuantityRe	UnitPrice	TotalCost	UnitPrice	TotalCost
1 Roadway (5)										
#1-1	FALSE	Roadway 1	\$ 0	\$ 211,005.0	SY	70335	\$ 3.1	\$ 218,038.5	\$ 3	\$ 211,005.0
#1-2	FALSE	2.5" Type 1	\$ 0	\$ 34,840.0	SY	3484	\$ 10	\$ 34,840.0	\$ 14	\$ 48,776.0
#1-3	FALSE	5" Type 2	\$ 0	\$ 60	SY	1	\$ 150	\$ 150	\$ 60	\$ 60
#1-4	FALSE	leveling Cc	\$ 0	\$ 18,750.0	TON	250	\$ 75	\$ 18,750.0	\$ 90	\$ 22,500.0
#1-5	FALSE	Overlay 1	\$ 0	\$ 633,313.0	TON	6529	\$ 97.75	\$ 638,209.7	\$ 97	\$ 633,313.0
2 Municipal Complex (5)										
#2-1	FALSE	Lot Milling	\$ 0	\$ 22,736.0	SY	5684	\$ 4	\$ 22,736.0	\$ 5.25	\$ 29,841.0
#2-2	FALSE	Type 1 Bas	\$ 0	\$ 1,500.0	SY	150	\$ 10	\$ 1,500.0	\$ 17	\$ 2,550.0
#2-3	FALSE	Type 2 Bas	\$ 0	\$ 60	SY	1	\$ 150	\$ 150	\$ 60	\$ 60
#2-4	FALSE	leveling Cc	\$ 0	\$ 10,650.0	TON	142	\$ 75	\$ 10,650.0	\$ 116	\$ 16,472.0
#2-5	FALSE	OVERLAY 1	\$ 0	\$ 53,900.0	TON	490	\$ 110	\$ 53,900.0	\$ 122	\$ 59,780.0
3 Non-PennDot Roads (5)										
#3-1	FALSE	Road Millin	\$ 0	\$ 35,565.0	SY	11855	\$ 3.75	\$ 44,456.25	\$ 3	\$ 35,565.0
#3-2	FALSE	Type 1 Bas	\$ 0	\$ 4,620.0	SY	462	\$ 10	\$ 4,620.0	\$ 14	\$ 6,468.0
#3-3	FALSE	Type 2 Bas	\$ 0	\$ 60	SY	1	\$ 150	\$ 150	\$ 60	\$ 60
#3-4	FALSE	leveling Cc	\$ 0	\$ 6,000.0	TON	80	\$ 75	\$ 6,000.0	\$ 90	\$ 7,200.0
#3-5	FALSE	OVERLAY 1	\$ 0	\$ 106,603.0	TON	1099	\$ 106	\$ 116,494.0	\$ 97	\$ 106,603.0



TREDYFFRIN TOWNSHIP

MEMORANDUM

To: Board of Supervisors

CC: William Martin

From: Darin Fitzgerald

Subject: Park improvements

Date: May 4, 2026

Staff is requesting Board approval to upgrade the play equipment at Strafford Park and LAD Park. During our yearly safety inspection by DVIT last year the inspector advised us that the play equipment at these 2 parks along with the play equipment at Friendship Park had deficiencies in the gaps in some of the play structures. We contacted the manufacturer and since the equipment was from the late 1990's they no longer have any spare parts. We worked with General Recreation to get new equipment under COSTARS pricing that would be from the same manufacturer that supplied the new equipment at Wilson Farm Park to keep them all uniform. The cost from General recreation for the new equipment installed at both parks is \$359,243.00 which is the price from last year that they will honor this year. The Township Public Works Department will demolish the current play structures and prepare the sites for the new equipment to defer some of the costs. The materials under the equipment will remain the same with rubber mulch at LAD and certified wood mulch at Strafford. The play structures at Friendship Park will be addressed during the improvements at that park.

Quote



Quote

GENERAL | RECREATION, INC.

Please confirm billing and shipping addresses below:

I N V O I C E	Tredyffrin Township 1100 DuPortail Road Berwyn, PA 19312 ZIP CODE	S H I P T O	TBD ZIP CODE
---------------------------------	--	----------------------------	-----------------------------

PO#	Salesperson:	Net/30	Prepay	Date:
	Will Hemler	X		9.24.25
Prices are:		Delivered	Plus Ship Charges	
Date Wanted:	ASAP	HOLD	Spec Date:	TBD
Freight:	Prepay & Add	Prepaid	Ship:	Truckload
	X	X		X
				Comm. Carr.
				UPS
				Residential
				Call Before Del.
				TBD

Quan	Design No.	DESCRIPTION	CUSTOMER COST	
			EACH	TOTAL
		Landscape Structures Inc.		
		Custom Playground Equipment Per Drawings		
	A	Louis D' Ambrosia Park		\$65,215.00
	B	Swing Area		\$9,040.00
	C	Strafford Park		\$158,068.00
		Freight		\$8,750.00
4		Rubber Recycle Safety Surfacing. Super Sack - Terracotta Red/Black	\$825.00	\$3,630.00
		Installation @ Louis D' Ambrosia Park		\$36,840.00
		Installation @ Strafford Park		\$77,700.00
		Installation includes: supply and installation of concrete footings and assembly of play equipment and plastic borders at grade at Strafford Park		
	Note	Township to remove existing play equipment, pull back loose fill surfacing and redress or supply new surfacing as needed.		
		TOTAL		\$359,243.00

- Payment Terms: Net 30 Days 50% Deposit/Balance Net 30 Days Full Prepayment Copies of bonds required
- Proposal does not include installation, engineer stamped drawings/calculations, sales tax or storage unless noted above
- Permits, if required, are the responsibility of the Owner.
- Freight charge does not include liftgate service or expedited delivery unless noted above
- Materials listed above are nonreturnable.
- Lead Time: Will Advise
- Quote is valid 30 Days
- Retainage does not apply.
- Proposal pricing as per PA COSTARS 014-E23-313 Recreational & Fitness Equipment. Vendor #122659
- Bonds are not included in the above pricing

To confirm order, please sign and return to our office.

Signature _____ Date: _____

For Questions Regarding This Proposal, Please Call Will Hemler 610.304.1973

GENERAL RECREATION, INC.

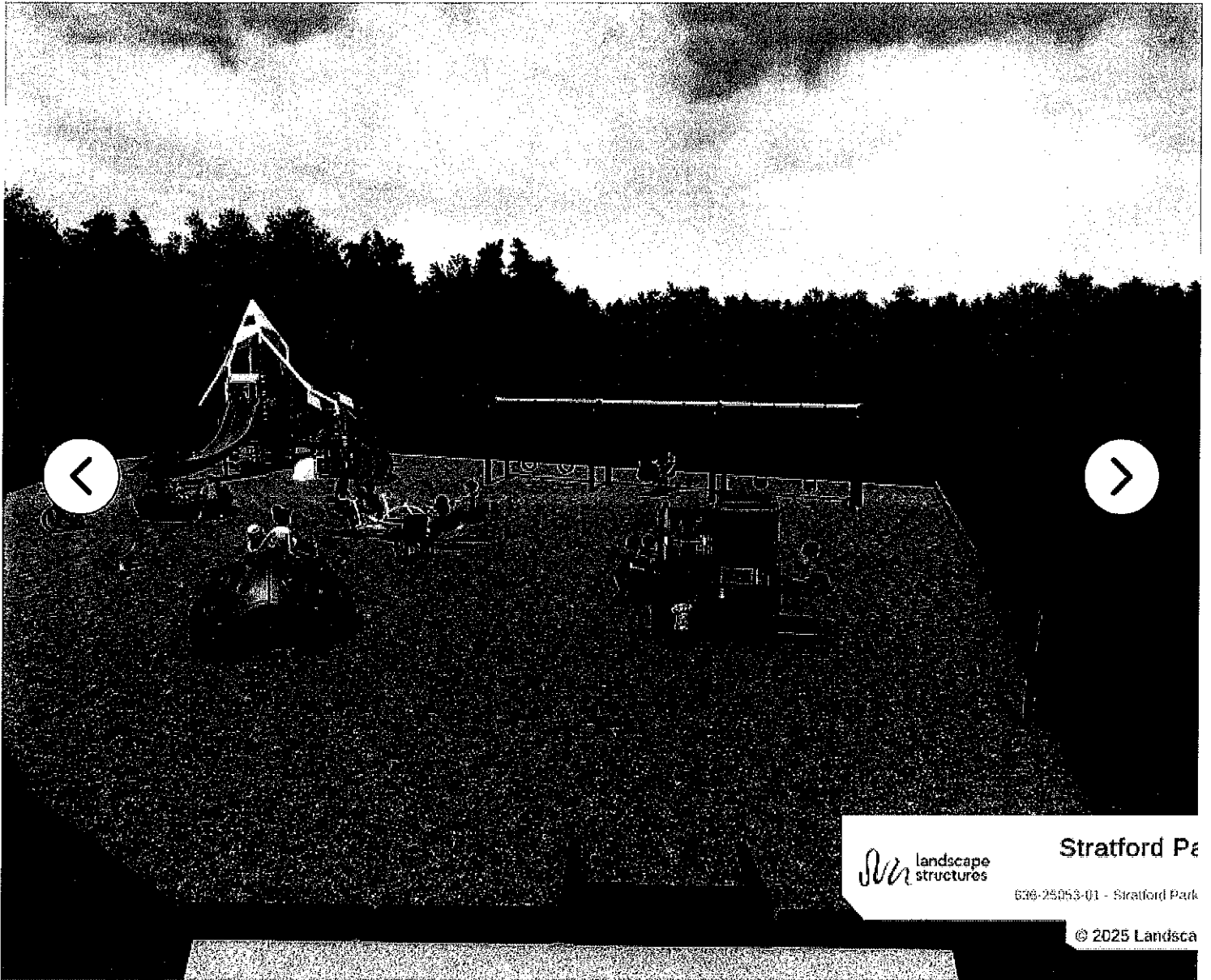
P.O. Box 440 Newtown Square, Pennsylvania 19073

Office: 800.726.4793 Fax: 610.353.5161

Email: will@gen-rec.com

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landscape structures

Stratford Pa

636-25053-01 - Stratford Park

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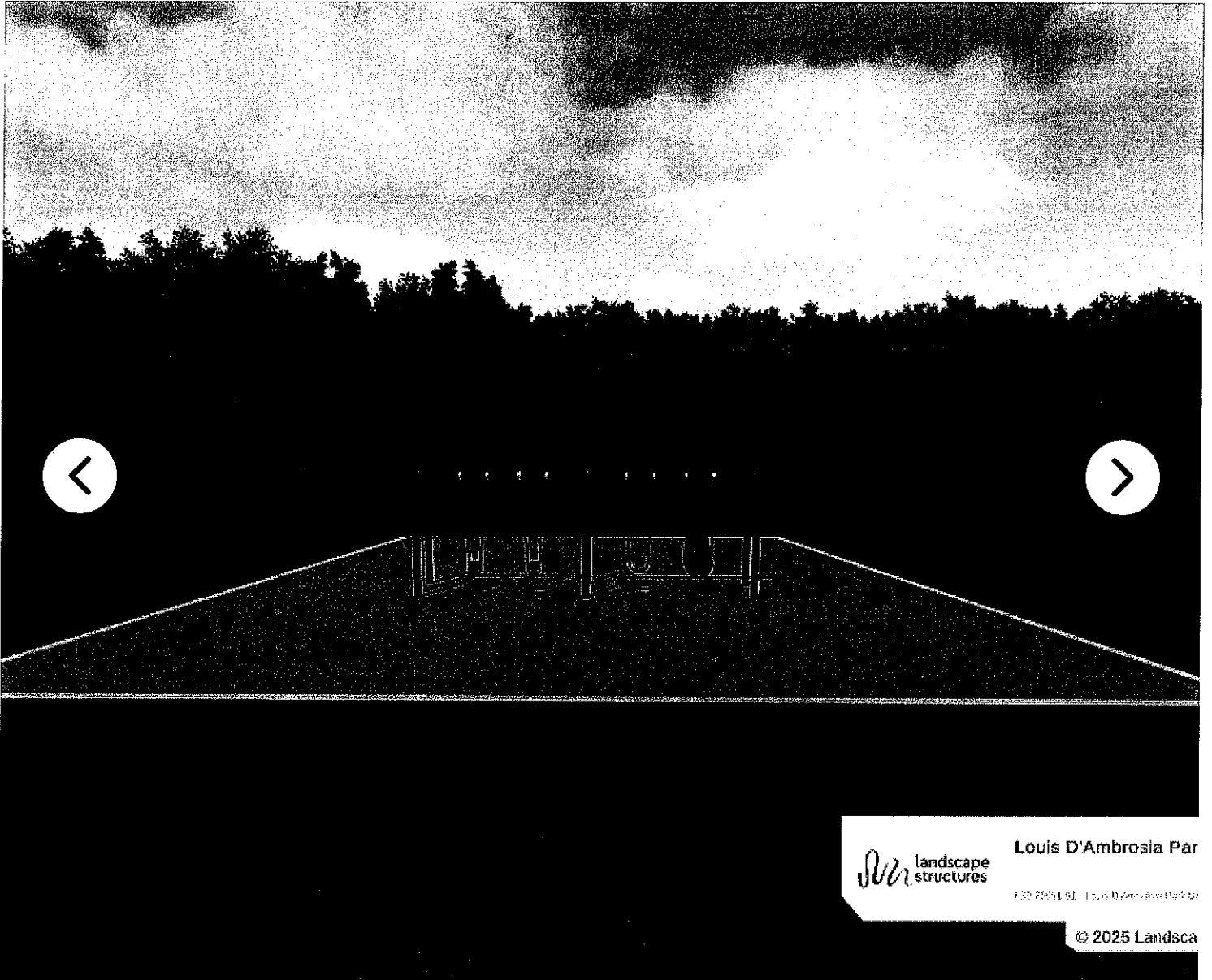
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Louis D'Ambrosia
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< 639-25051-01 - Louis D'Ambrosia Park Swings-Camera1-4K.jpg

Download



landscape structures
Louis D'Ambrosia Par
© 2025 Landsca



TREDYFFRIN TOWNSHIP

MEMORANDUM

To: Board of Supervisors

CC: William Martin

From: Darin Fitzgerald

Subject: Upsize sanitary sewer main

Date: April 30, 2026

Staff is requesting Board approval to contract Remington and Vernick Engineers (RVE) to design, manage and inspect the upsizing of approximately 2,000 feet of sanitary sewer main from 501 East Swedesford Road to the rear of the Bay Colony Corporate Center. During a capacity review by Brown and Caldwell they identified that the sanitary sewer main described above could have an overflow condition during a larger rain event with the addition of any flows. The Township also confirmed this with a flow monitoring test done by Dukes last year. Township staff would like to engage RVE to design the upsizing of the line and provide a cost estimate that we will present to the Board in June or July. The quote for the engineering services from RVE is \$147,200.00 and will be paid out of the Sewer Fund.



**REMINGTON
& VERNICK
ENGINEERS**

Croton Road Corporate Center
555 Croton Road, Suite 401
King of Prussia, PA 19406
O: (610) 940-1050
F: (610) 940-1161

April 27, 2026

Erin McPherson
Director of Planning & Zoning
Tredyffrin Township
1100 DuPortail Road
Berwyn, PA 19312

**Re: Tredyffrin Township
Proposal for Engineering Design, Bid Phase
& Construction Phase Services
Devon Park Sewer Replacement
UA2026-0062**

Dear Ms. McPherson:

REMINGTON & VERNICK ENGINEERS is pleased to submit the following proposal to provide engineering services related to the replacement of approximately 2,000 LF of existing 8" ACP sanitary sewer off of Swedesford Road in Tredyffrin Township. New 12" PVC sanitary sewer pipe is proposed to improve sanitary sewer system hydraulics and to address the potential capacity issues that may arise from the redevelopment of the office buildings in the vicinity to residential space.

The general scope of work consists of providing approximately 2,000 LF of new sanitary sewer pipe, manholes, reconnection of approximately 9 sanitary connections with cleanouts to the new sanitary sewer and miscellaneous appurtenances. The replacement sanitary sewer pipe will be installed in same trench as the existing pipe. Returning the construction area to a safe and stabilized condition will be part of the project objective.

An outline of the scope of work is as follows:

SCOPE OF SERVICES

Task 1 – Field Survey & Base Plans

Under this Task, our Team shall complete field survey and base mapping services required to support design of the sanitary sewer replacement. Work includes identification of existing underground utilities that may impact the project, collection of topographic data within the project limits, and verification of site features. Our Team will identify and document known easements, right-of-way limits, and key site elements such as roadways, sidewalks, driveways, structures, trees, and utility appurtenances. Base plans will be developed that reflect existing conditions and support the development of design documents.

Task 2 – Design Phase Services

Under this Task, we will prepare conceptual, preliminary, and final design documents for the proposed sanitary sewer improvements. Work includes development of conceptual alignments based on field data, preparation of drawings that define the proposed sewer layout, and coordination with Township staff to review and refine the design. Our team will incorporate review comments and advance the design to completion. A full set of design plans, including existing conditions, proposed layout, profiles, details, and quantities will be developed and shall develop technical specifications and bid documents. We will also coordinate with utility companies to notify them of the proposed work and address potential conflicts.

Task 3 - Permitting

RVE will prepare and submit permit applications required for construction of the project. Work includes preparation of erosion and sediment control documentation and any supporting information required by the County or other regulatory agencies. Our Team will address review comments and revise submissions as necessary to obtain required approvals.

Task 4 – Bid Phase Services

Under this Task, we will:

- Coordinate bid advertisement.
- Open & review bids.
- Prepare bid recommendation.
- Process contract documents.

Task 5 – Construction Administration & Construction Observation

We will provide contract administration and construction phase engineering services for the duration of construction. Work includes coordination with the contractor, review of shop drawings and submittals, and response to requests for information. We will provide part-time inspection services, with full-time inspection during critical construction activities such as pipe installation, backfill, and paving. Our proposal is based upon 144 hours of inspection in the field based upon the above breakdown.

In addition, we will monitor construction progress for general compliance with the contract documents and support project closeout, including final inspections and documentation including project closeout

COST OF SERVICES

Our lump sum fee of **\$140,200.00** will be billed monthly based on the percentage complete of each Task, detailed as follows:

Task 1: Field Survey & Base Plans	\$ 18,000.00
Task 2: Design Phase Services	\$ 57,700.00
Task 3: Permitting	\$11,000.00
Task 4: Bid Phase Services	\$ 6,000.00
Task 1: Contract Administration & Construction Observation	\$ 44,500.00
Mileage	\$ 3,000.00
Total Lump Sum Fee:	\$140,200.00

SCHEDULE

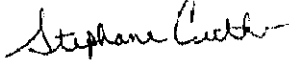
We are prepared to begin work immediately on this project upon receipt of formal authorization to commence work.

Page 3
April 25, 2026
Tredyffrin Township
Devon Park Sanitary Replacement

We look forward to working with the Township on this project. Should you have any questions or require additional information, please contact Kalina Hogan at 609-405-7331 or kalina.hogan@rve.com

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.



Stephanie Cuthbert, P.E., C.M.E.
Water Practice Director, Northeast

cc: Andrew Pockl, RVE
Owen Hyne, RVE
Kalina Hogan, RVE
Gail Pacifico, RVE



TREDYFFRIN TOWNSHIP

MEMORANDUM

To: Board of Supervisors

CC: William Martin

From: Darin Fitzgerald

Subject: Willis storm project

Date: May 4, 2026

Staff is requesting Board approval to pay additional change orders for the Willis and Upper Weadley storm sewer project. During the project there were unknown sanitary sewer lines that needed to be relocated and relined. This work will be done by the current contractors Abbonizio for the relocation and Mr. Rehab for the lining of the sanitary pipe. There will also be additional engineering fees from Brown and Caldwell. The total for this work from all 3 is \$99,254.07 and will be charged to the Sewer Fund.

1717 Arch Street, Suite 4010
Philadelphia, PA 19103

T: 484.253.4700



April 14, 2026

Mr. Darin Fitzgerald
1100 DuPortail Road
Berwyn, PA 19312

Subject: Willis/Woodcrest/Upper Weadley Stormwater Drainage and Improvement
Project – Summary of Change Orders for Sanitary Sewer Work

Dear Darin,

At your request, Brown and Caldwell (BC) has reviewed the change orders provided by N. Abbonizio Contractors, Inc. for all work related to sanitary sewer. This includes Change Order 3, Change Order 6, and the Additional CIPP Lining Change Order for \$13,033.86, \$24,561.84, and \$56,658.38 respectively. See Table-1 below for a summary of costs, and Attachments 1-3 for the change orders that the contractor has submitted.

Table-1. Summary of Change Orders		
Change Order	Description	Amount
Change Order 3	Relocation of MH1 due to sanitary sewer conflicts	\$ 13,033.86
Change Order 6	Unknown sanitary sewer main at new storm Crossing and additional CIPP lining added at contract unit cost	\$ 24,561.84
Additional CIPP Lining CO	Addition CIPP lining added at contract unit cost and beyond contract unit prices	\$ 56,658.38
Total		\$ 94,254.07

BC recommends that the Township authorize these change orders as part of the Willis/Woodcrest/Upper Weadley project and does not anticipate any additional change orders related to the sanitary sewer in the future for this project.

Should you have any questions, please do not hesitate to call me at 954-240-8187.

Sincerely,

Brown and Caldwell

A handwritten signature in black ink, appearing to read 'William Graf'.

William Graf, Project Manager
Philadelphia, PA

cc: Stephen Burgo, PE, Tredyffrin Township
Susanne Lockhart, Brown and Caldwell

Attachments (3):

- Attachment 1: Change Order 3
- Attachment 2: Change Order 6
- Attachment 3: Additional CIPP Lining Change Order

Darin Fitzgerald

From: Susanne Lockhart <Slockhart@BrwnCald.com>
Sent: Friday, May 1, 2026 11:13 AM
To: Darin Fitzgerald; Stephen Burgo
Cc: Jeffrey Jackson
Subject: [EXTERNAL] Upper Weadley sewer SDC budget

Caution! This message was sent from outside your organization.

[Report](#)

Hi Darin and Steve,

I wanted to let you know that due to the additional footage of liner in the expanded CIPP scope, and the contractor pipe repair, Brown and Caldwell is likely going to be overbudget by ~\$5,000 given the engineering support, and inspection for the additional lining and contractor repair. I was trying to stretch the budget as far as possible but realized this morning, that we will be over budget.

Please let me know if this additional budget is an issue and/or if I have to submit a formal letter for Board approval.

Thank you,

Susanne

Susanne Lockhart, PE*
Brown and Caldwell
SLockhart@brwncald.com
T 484.253.4688 | C 443.223.7308



*Professional registration PA, MD, DE, GA, VA and TX

Upcoming PTO

Three Logan Square
1717 Arch Street
Suite 4010
Philadelphia, PA 19103

T: 484.253.4700



May 5, 2026

Mr. Darin Fitzgerald
Director of Public Works
Tredyffrin Township
1100 DuPortail Road
Berwyn, PA 19312

197134

Subject: Request for Additional Budget due to Additional Lining – Upper Weadley

Dear Darin,

Because of conflicts during storm drain and flood mitigation basin construction, and additional work needed for unanticipated sanitary sewers, Brown and Caldwell requests a budget amendment of \$5,030.00 for the work below:

1. Field support for relocation of MH 1 due to sewer conflicts (Contractor CO 3).
2. Field support to address an unknown sanitary sewer main conflict with the proposed storm sewer alignment and an unknown sewer near the proposed flood mitigation wall, including discussions and planning regarding backfill and potential sanitary sewer relocation (Contractor CO 6).
3. Site visits by BC staff to determine the extent and alignment of additional sewer pipe that is not included in the Township's Geographic Information System (GIS) and was not shown in the project contract documents.
4. Review of pre- and post-lining videos, boiler logs, and other documentation to confirm acceptable liner installation for out-of-scope pipe reaches.
5. Field inspection of additional pipe reaches by BC staff and subcontracted inspection services.
6. Review of change order requests and supporting documentation provided by the Contractor, and coordination to support progression of field activities.
7. Review of the Contractor invoice associated with the change order.
8. Support and guidance to address sewer pipe damage during Contractor flood mitigation basin grading, including discussions with Contractor and Township staff to determine short- and long-term repair strategies (including concrete encasement and short lining for pipe connections).

Thank you for your consideration of this change order request. Please contact me at (443) 223-7308 or SLockhart@brwncald.com if you have any questions or would like to discuss.

Regards,

Susanne Lockhart

Susanne Lockhart, PE

Project Manager

Mr. Darin Fitzgerald
Tredyffrin Township
May 5, 2026
Page 2

Cc: Joe DiRocco, Tredyffrin Township
Stephen Burgo, PE, Tredyffrin Township
Jeff Jackson, PE, Brown and Caldwell



TREDYFFRIN TOWNSHIP

MEMORANDUM

To: Board of Supervisors

CC: William Martin

From: Darin Fitzgerald

Subject: Replace a zero-turn mower

Date: May 4, 2026

Staff is requesting Board approval to purchase a zero-turn mower to replace a 2017 gas powered zero turn. The new zero turn will be a diesel-powered SCAG mower purchased from Berwyn Lawnmower on a government program from SCAG for \$20,000.00. We have purchased 2 other mowers from Berwyn Lawnmower, and their service has been exceptional. We did contact TORO for a price on a comparable mower and Berwyn was several thousand cheaper.

STATUS: Quote

BERWYN LAWNMOWER

Quote #: 20437

Invoice Date:

500 W Lancaster Ave

Print Date: 5/1/2026

Berwyn PA, 19312

(610) 647-3340

berwynlawnmower@gmail.com

5x BEST OF THE MAIN LINE WINNER

BILLING ADDRESS

DARREN FITZGERALD
TREDYFFRIN TOWNSHIP
1100 DUPORTAIL ROAD
BERWYN, PA 19312

(610) 731-8219

SHIPPING ADDRESS

DARREN FITZGERALD
TREDYFFRIN TOWNSHIP
1100 DUPORTAIL ROAD
BERWYN, PA 19312

(610) 731-8219

Req	Fill	Item No.	Item Description	Your Price	Amount
1.00	1.00		STT1172V-25KBD Turf Tiger, 72 Velocity Plus, Kubota 25hp ~~~DIESEL~~~	20,000.00	20,000.00
1.00	1.00		STATE/GOVERMENT BID PRICING	0.00	0.00

Total Invoice

Subtotal:	20,000.00
Total:	20,000.00
Shipping:	0.00
Sales Tax:	0.00
Total Invoice:	20,000.00
Payment Received:	0.00
Balance Due:	20,000.00

Tracking No.

YOU SAVED: \$5,000.00

No returns without a receipt or after 10 days (15% restocking fee will be applied)

No returns on electrical parts, batteries or special orders!

All sales are final on new or used equipment purchases



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: May 12, 2026
TO: Board of Supervisors and Finance Committee
FROM: Dave Duda, Public Works Project Manager
SUBJECT: Chase Road Park

The Township is seeking authorization and approval from the Board of Supervisors to approve the proposal submitted by S.B. Conrad for the upgrades and reconditioning at Chase Road Park. The vendor quote was submitted through the Pennsylvania Co-Stars program vendor #177506. Staff has thoroughly reviewed the submitted quote and recommend approval for work as outlined in proposal.

355 Chase Road Park proposal:

- S. B. Conrad Inc. \$ 1,770,000.00

Action: Staff request the Board of Supervisors authorize and approve the Chase Road Park Project proposal as stated above to S. B. Conrad Inc.

NON-AGENDA

ITEM

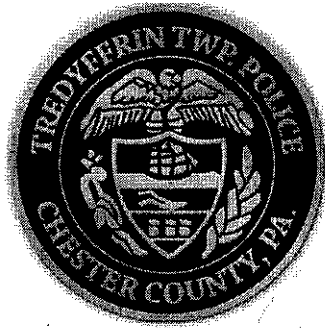
HANDOUTS

POLICE DEPARTMENT

Monthly Report

to

BOARD OF SUPERVISORS



April 2026

**Superintendent
T. Michael Beaty**

**TREDYFFRIN TOWNSHIP POLICE DEPARTMENT
MONTHLY REPORT TO THE BOARD OF SUPERVISORS
APRIL 2026**

Offenses	Reported Apr 2026	Cleared Apr 2026	Reported Apr 2025	Cleared Apr 2025	Year to Date 2026	Totals 2025	Totals 2024
Calls for Service	2,465	--	1,922	--	6,686	24,260	20,642
Homicide	0	0	0	0	1	0	1
Rape (Incl Sex Offenses)	2	2	1	1	2	3	1
Robbery	0	0	0	0	1	2	2
Assault	2	1	4	3	4	23	27
Burglary	1	1	0	0	3	21	8
Larceny / Theft	8	6	14	13	40	163	178
Vehicle Theft	0	0	0	0	4	8	6
Vandalism	7	5	7	7	20	68	53
Drug Offenses	0	0	2	2	4	41	19
DUI	4	4	0	0	20	47	57
Traffic Accidents	60	--	69	--	326	956	848
Noise Complaints	13	13	9	9	51	149	137
Identity Theft / Fraud	18	16	19	19	65	193	197
Traffic Citations	662		305		2,259	3,901	3,164
Warnings	291	--	150	--	926	1,593	1,265
Non-Traffic	7		4		21	86	78
Juvenile Incidents	37	33	43	1	185	483	522
Juveniles Arrested	1	--	0	--	1	15	26



TREDYFFRIN TOWNSHIP POLICE TRAINING

APRIL 2026

Firearms & Less Lethal BB Gun 4/8/26 and 4/22/26

Firearms training was held at East Vincent PD and all officers were present.

TREDYFFRIN TOWNSHIP POLICE DEPARTMENT

CRIMINAL INVESTIGATIONS UNIT

APRIL 2026

DETECTIVES

27 – CASES RECEIVED

18 – CASES CLOSED

0 – TOTAL ARRESTS

19 – DETECTIVE INTERVIEWS CONDUCTED

JUVENILE UNIT

1 – JUVENILE ALLEGATIONS FILED

7 – TOTAL CHILD ABUSE CASES

REVENUE

\$100 – FINGERPRINTING

4 – CIVILIANS FINGERPRINTED

\$1,920 – ACCIDENT /INCIDENT REPORTS/SOLICITOR'S PERMITS

33 – RECORDS CHECKED



COMMUNITY POLICING REPORT

MONTH/YEAR:

APRIL 2026

COMMUNITY EVENTS

Vanguard School Career Day 4/16
Paoli Hospital Car Seat Check 4/22
National Drug Takeback 4/25

COMMUNITY MEETINGS

Parks and Recreation 4/8
ARCH 4/9
Interfaith Alliance 4/21
Woodlynde School Lockdown Drill 4/23
TTPD Sponsor Meetings 4/24 & 4/28
Safe Kids E-Scooter Pilot Program 4/30

FOLLOW-UPS TO PATROL REPORTS

P26133634

WALK-IN ASSIGNMENTS

P26123346
P26123350
P26150727
P26159255

CAR SEAT INSTALLATIONS

TRAINING

Firearms 4/8

CITIZEN POLICE ACADEMY

MISCELLANEOUS

Duportail House Noise Inv. 4/2
DEA Supply Pick up 4/2
Swedesford Road Verizon Damaged Pole Inv. 4/9
Solicitor Credentialing 4/21 & 4/28
Bike Rodeo Planning